

**ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
DECEMBER 19, 2013, 4:00 P.M.
CITY COUNCIL CHAMBERS**

PRESENT:

Mayor Daniel McArthur
Councilmember Jon Pike
Councilmember Gail Bunker
Councilmember Gil Almquist
Councilmember Jimmie Hughes
Councilmember Ben Nickle
City Manager Gary Esplin
City Attorney Shawn Guzman
City Recorder Christina Fernandez

OPENING:

Mayor McArthur called the meeting to order and welcomed all in attendance. The Pledge of Allegiance to the Flag was led by a Scout Jayden Hansen and the invocation was offered by Reverend Jimi Kestin. He invited the scouts in the audience to introduce themselves.

Lane Ronnow, host and producer of "A Story to Tell" thanked Mayor McArthur, Councilmember Bunker and Councilmember Nickle for their service. In addition, he thanked all of the existing and newly elected Councilmembers for their service.

Councilmember Nickle stated he believes it was a burden and a blessing at the same time to be elected into office. He thanked the Councilmembers and the public for embracing him.

Councilmember Bunker expressed that this is a bittersweet situation for her. She thanked staff as well as the community for the opportunity to serve on the City Council for the last 10 years. She is particularly thankful to the Department Heads and Staff for their service as well as Mayor McArthur and City Manager Gary Esplin.

Mayor McArthur stated it has been an honor to serve the community. He thanked City Manager Gary Esplin and City Staff. In addition, he thanked the community for their support. He stated his greatest supporter has always been his wife Bunny.

Leisure Services Director Kent Perkins mentioned the names of the delegates who visited Ibigawa, Japan in November. He showed pictures from the visit.

Mayor McArthur invited the students, who traveled to Ibigawa, to introduce themselves and tell their favorite part of the visit.

City Manager Gary Esplin stated it was an incredible, life changing event for him. He is grateful for the opportunity to travel there.

Mayor McArthur advised that item 2B has been tabled.

FINANCIAL REPORT:

Consider approval of the financial report for October, 2013.

City Manager Gary Esplin Esplin stated there are no surprises.

Councilmember Bunker stated she is impressed at how the budget is always so balanced. She thanked Philip Peterson for his work.

MOTION: A motion was made by Councilmember Bunker to approve the financial report for October, 2013.

SECOND: The motion was seconded by Councilmember Almquist.

VOTE: Mayor McArthur called for a vote, as follows:

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Pike - aye
Councilmember Hughes - aye
Councilmember Nickle - aye

The vote was unanimous and the motion carried.

AWARD OF BID:

Consider award of bid for the purchase of 2014 Mainline Pipe Inspection Unit and Truck.

Purchasing Manager Connie Hood advised the bid is for the new mainline pipe inspection unit and truck. The old unit will be kept as a back-up. Staff recommends approval of the bid be awarded to R.S. Technologies in the amount of \$170,102.56.

MOTION: A motion was made by Councilmember Pike to approve the bid in the amount of \$170,102.56.

SECOND: The motion was seconded by Councilmember Nickle.

VOTE: Mayor McArthur called for a vote, as follows:

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Pike - aye
Councilmember Hughes - aye
Councilmember Nickle - aye

The vote was unanimous and the motion carried.

AWARD OF CONTRACT:

Consider approval of a contract with Wadsworth Brothers Construction to build the Mall Drive Bridge.

Purchasing Manager Connie Hood advised the base bid came in at \$7,404,582.90 with an addendum for aesthetics of \$45,000.00, therefore the total bid will be \$7,449,582.90.

City Manager Gary Esplin stated the estimate to complete the project was \$10,000,000.00. As discussed previously, the biologic opinion has not been received from the U.S. Fish and Wildlife. Today, an email was received stating that the opinion would be received in January. He explained that the bid from Wadsworth Brothers Construction is good until January 15, 2014. The critical matter is that the Virgin River cannot be disturbed between April 15, 2014 and August 15, 2014 because of spawning. The length of the contract is 7 months. Staff recommends to award the bid and if there is a need to stay out of the River, it will cost approximately \$100,000.00 to extend the contract.

MOTION: A motion was made by Councilmember Almquist to approve the contract with Wadsworth Brothers Construction to build the Mall Drive Bridge for the amount of \$7,449,582.90.

Councilmember Hughes inquired what was the cost of the next bid.

Purchasing Manager Connie Hood stated that all bids were within 10%.

Councilmember Pike advised that if the project would have to rebid the cost would go up.

SECOND: The motion was seconded by Councilmember Hughes.

VOTE: Mayor McArthur called for a vote, as follows:

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Pike - aye
Councilmember Hughes - aye
Councilmember Nickle - aye

The vote was unanimous and the motion carried.

AGREEMENT:

Consider approval of an agreement with Horrocks Engineering to redesign Mall Drive from Riverside Drive to 3000 East.

Purchasing Manager Connie Hood advised the agreement with Horrocks Engineering is for the Mall Drive Bridge access road in the amount of \$138,820.00.

City Manager Gary Esplin stated the agreement is for the design and construction management for approaches to the bridge. On the north side, it will go from Riverside Drive to the bridge, the south will go from 3000 East to the bridge.

MOTION: A motion was made by Councilmember Bunker to approve the agreement for \$138,820.00 to Horrocks Engineering.

SECOND: The motion was seconded by Councilmember Hughes.

Councilmember Almquist stated he does not want the City to pay for adverse things happening. He would like the agreement to stay within the price.

VOTE: Mayor McArthur called for a vote, as follows:

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Pike - aye
Councilmember Hughes - aye
Councilmember Nickle - aye

The vote was unanimous and the motion carried

AWARD OF BID:

Consider award of bid for connection supplies for the substation from River Road to Green Valley OPGW.

Purchasing Manager Connie Hood advised the bid is for supplies for the substation to connect from River Road to Green Valley. The local vendor, Codale, matched the low bid at \$166,991.30.

Energy Services Director Phillip Solomon stated the supplies are included in the budget, however, since they are a bit over budget, it will be done in phases.

MOTION: A motion was made by Councilmember Pike to approve bid for connection supplies for the substation from River Road To Green Valley in the amount of \$166,991.30.

SECOND: The motion was seconded by Councilmember Bunker.

VOTE: Mayor McArthur called for a vote, as follows:

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Pike - aye
Councilmember Hughes - aye
Councilmember Nickle - aye

The vote was unanimous and the motion carried.

PROFESSIONAL SERVICES CONTRACT:

Consider approval of a professional services contract with JBR for Environmental Remediation at the Waste Water Treatment Plant.

Purchasing Manager Connie Hood advised this request is to renew the professional services contract with JBR Environmental for the remediation at the Waste Water Treatment Plant. The amount of the contract will be from \$34,330.00 to \$36,150.00.

City Manager Gary Esplin stated the City has previously entered into a settlement with the State. This contract is part of monitoring the improvements that were made.

MOTION: A motion was made by Councilmember Bunker to approve the professional services contract.

SECOND: The motion was seconded by Councilmember Almquist.

VOTE: Mayor McArthur called for a vote, as follows:

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Pike - aye
Councilmember Hughes - aye
Councilmember Nickle - aye

The vote was unanimous and the motion carried

AWARD OF BID:

Consider approval of bid for renovations to Recreation Center.

Purchasing Manager Connie Hood advised the bid is for renovations to the Recreation Center in the amount of \$211,800.00. The low bidder is Precision Development.

City Manager Gary Esplin stated this item was discussed at the work meeting last Thursday. He explained that if some of the footings are not as bad as originally thought, the price may go down.

MOTION: A motion was made by Councilmember Almquist to approve the bid for renovations to the Recreation Center for \$211,800.00 with Precision Development.

SECOND: The motion was seconded by Councilmember Pike.

VOTE: Mayor McArthur called for a vote, as follows:

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Pike - aye
Councilmember Hughes - aye
Councilmember Nickle - aye

The vote was unanimous and the motion carried.

PUBLIC HEARING/VACATION OF ROADS AND PUBLIC UTILITY AND DRAINAGE EASEMENT:

Public hearing to consider vacation of 300 South Street between 700 East Street and 1000 East Street, 400 South Street between 800 East Street and 900 East Street, 800 East Street between 300 South Street and 600 South Street and all associated public utility and drainage easements. Dixie State University, applicant.

Mayor McArthur stated this request is to vacate all internal roads on the Dixie State University Campus.

City Manager Gary Esplin advised that staff have reviewed the request and recommend approval. This item was discussed previously in a work meeting.

Sherrie Ruesch stated that she appreciates the assistance from the City. Most internal roads that are on campuses are college roads. The University will maintain the easements. She explained the community will not notice anything different as not much will change.

Mayor McArthur opened the public hearing.

Cameron Hansen, a resident near the campus, inquired if the roads near the ball fields will remain through streets. He understands that once the City vacates the streets, the University can close the streets without approval from the City Council.

Mayor McArthur advised that the public will not see any difference with regards to the roads. In addition, the University can close the streets without approval from the City Council.

Mayor McArthur closed the public hearing.

Councilmember Hughes stated it is impossible to permanently close the roads due to needing them for emergency access.

MOTION: A motion was made by Councilmember Pike to vacate 300 South Street between 700 East Street and 1000 East Street, 400 South Street between 800 East Street and 900 East Street, 800 East Street between 300 South Street and 600 South Street and all associated public utility and drainage easements for Dixie State University.

SECOND: The motion was seconded by Councilmember Bunker.
VOTE: Mayor McArthur called for a roll call vote, as follows:

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Pike - aye
Councilmember Hughes - aye
Councilmember Nickle - aye

The vote was unanimous and the motion carried.

PUBLIC HEARING/FISCAL YEAR 2013-14 BUDGET AMENDMENTS:

Public hearing to consider amendments to the Fiscal Year 2013-14 Budget.

City Manager Gary Esplin outlined the following amendments to the budget: 1) To budget for the annual market/Merit adjustment for Full-time employees; 2) To budget for a Distracted Driving Enforcement grant from the State of Utah which included overtime, the purchase of equipment, and professional services for a media campaign; 3) To budget for a new airport pavement management grant from UDOT for \$180,000 plus a transfer from the PFC fund for \$220,000 to fund a pavement sealing and markings project at the airport; 4) To budget for a new grant award received from the Department of Natural Resources for \$18,000 (\$7,000 cash + 60% in-kind City match) to hire a consultant to perform a GPS-based inventory of trees in the historic district, then parks, and then other areas of downtown as funding permits; 5) To increase the Recreation Center - Game Center/Spin Room Remodeling budget from \$86,500 to \$254,000 for this fiscal year due to unforeseen repairs needed for the footings and foundation; and to budget for the Capital Project Fund

as the funding source; 6) To transfer the budget approved for space heaters for racing events to the Recreation Center instead to replace a kiln that had stopped working; 7) to increase the budget for the Pioneer Park restroom from \$75,000 to \$100,000 to add ADA sidewalks and also because the project will be sent out for bid instead of built in-house, as originally planned; 8) To budget for a re-landscaping project at the Dixie Center to be completed by the Parks Dept. and reimbursed from the Dixie Center; 9) To de-obligate the Building Maintenance division's budget for the City Hall roof repair project as the project's scope was expanded to replacing the total roof as an emergency repair and funded out of the Capital Projects Fund; 10) To budget for the emergency repairs and replacement of the roof at City Hall; 11) to increase the City entry signs budget to add an additional monument at SR-18 (the Ledges), to provide funding for up-lighting to the five new monuments, and to provide for a retaining wall needed at the Snow Canyon Parkway sign; 12) To increase the budget for the Christensen Park facility to add minor design fees, and repair and replacement of the parking lot to the project; 13) To budget for street, curb, gutter, and other infrastructure improvements in phase 5 of the Mesa Palms Subdivision; which the developer was unable to install and therefore the costs are funded by proceeds from the developer's performance bond; and 14) To increase the budget for the East Annex Building renovation project to add landscape, parking lot, and other miscellaneous improvements to the project.

Mayor McArthur opened the public hearing. Seeing none, he closed the public hearing.

MOTION: A motion was made by Councilmember Hughes to approve the adjustments to the budget for the Fiscal year 2013-2014.

SECOND: The motion was seconded by Councilmember Nickle.

VOTE: Mayor McArthur called for a roll call vote, as follows:

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Pike - aye
Councilmember Hughes - aye
Councilmember Nickle - aye

The vote was unanimous and the motion carried.

SOLID WASTE FEES/RESOLUTION:

Consider approval of a resolution increasing the solid waste collection and disposal services fees.

City Manager Gary Esplin advised the resolution increases the solid waste fees by \$.50.

Mayor McArthur stated this is included in the contract with the Solid Waste District. He explained the last time an increase was recommended, the City absorbed the cost. There were no comments at the public hearing held at the Solid Waste Board meeting.

MOTION: A motion was made by Councilmember Almquist to approve the resolution increasing the solid waste collection and disposal services fees of \$.50 per month.

SECOND: The motion was seconded by Councilmember Pike.

VOTE: Mayor McArthur called for a roll call vote, as follows:

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Pike - aye
Councilmember Hughes - aye
Councilmember Nickle - aye

The vote was unanimous and the motion carried.

RATES FOR SUNTRAN ADVERTISING/RESOLUTION:

Consider approval of a resolution adopting the 2014 rates for advertising in the interior and on the exterior of SunTran buses.

City Manager Gary Esplin advised staff is trying to add new routes and additional buses. The proposed rates were discussed previously at a work meeting.

Mayor McArthur stated the content will be held to a specific standard.

City Attorney Shawn Guzman advised there are standards. The hope is that people are prudent in what they will request to advertise. Although there will be some control over content, there is the right to free speech. He stated that he spoke with SunTran Manager Fred Davies regarding the fact that there are community standards that vary from place to place. Items that are slanderous can be prohibited.

SunTran Manager Fred Davies stated that the advertisement will only offered locally.

City Attorney Shawn Guzman stated that it cannot be restrictive to just local businesses. It is open to anyone who wishes to advertise. The advertisement can be retracted.

Councilmember Almquist inquired if there are certain laws for advertising in the state. If there are, he asked if the resolution should includes language to specify those laws.

City Attorney Shawn Guzman stated that he does not believe the resolution needs to recognize the laws that are in place. The community standards vary from City to City.

City Manager Gary Esplin suggests to try the advertising. If it becomes a problem, the advertising can stop.

MOTION: A motion was made by Councilmember Pike to adopt the 2014 rates for advertising as presented on the interior and exterior of the buses.

SECOND: The motion was seconded by Councilmember Bunker.
VOTE: Mayor McArthur called for a roll call vote, as follows:

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Pike - aye
Councilmember Hughes - aye
Councilmember Nickle - aye

The vote was unanimous and the motion carried.

TOILET REBATE PROGRAM/RESOLUTION:

Consider approval of a resolution approving matching funds to continue for the WaterSense Labeled Toilet Rebate program.

Water and Energy Conservation Coordinator, Rene Fleming, stated she applied for this grant because it is showing success with water savings. Many of the older hotels and motels are taking advantage of this program by purchasing these toilets. The maximum amount for the matching funds is \$37,500.00.

MOTION: A motion was made by Councilmember Bunker to approve the resolution for funds to continue the WaterSense Toilet Rebate program.

SECOND: The motion was seconded by Councilmember Almquist.
VOTE: Mayor McArthur called for a roll call vote, as follows:

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Pike - aye
Councilmember Hughes - aye
Councilmember Nickle - aye

The vote was unanimous and the motion carried

RENAMING STREETS AROUND LOCAL HIGH SCHOOLS:

Presentation from local High Schools regarding renaming the streets near their schools.

Mayor McArthur stated he wanted to offer this to each of the area High Schools.

City Manager Gary Esplin advised the proposed names are: Flyers Landing from 100 East to 400 East; Warrior Way from Sunset Boulevard to Little League Drive; Panther Way from 3050 East to the round about on 2080 East; Millcreek Extra Mile on Riverside Drive; and Thunder Road from Brigham Road to Price Hills Drive. Street signs will have the new name in addition to it's original name.

MOTION: A motion was made by Councilmember Almquist to approve renaming the streets.

SECOND: The motion was seconded by Councilmember Pike.
VOTE: Mayor McArthur called for a vote, as follows:

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Pike - aye

Councilmember Hughes - aye
Councilmember Nickle - aye

The vote was unanimous and the motion carried.

DONATION OF PROPERTY TO CITY:

Consider donation of property to the City located along the Red Hill north of Diagonal behind the Cannon Townhomes. Howard Cheney, applicant.

City Manager Gary Esplin advised the City owns the surrounding property. Staff has the title report which shows that are aren't any taxes owed as well as no liabilities. He recommend approval subject to the City Attorney's review.

Councilmember Pike stepped out.

MOTION: A motion was made by Councilmember Bunker to approve the donation subject to City Attorney's approval.
SECOND: The motion was seconded by Councilmember Nickle.
VOTE: Mayor McArthur called for a vote, as follows:

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Hughes - aye
Councilmember Nickle - aye

The vote was unanimous and the motion carried.

PROPERTY SALE:

Consider approval of a proposal to purchase City property in the Creekside Subdivision. Joseph Hood, applicant.

City Manager Gary Esplin advised that the applicant is not ready to proceed, therefore, this item should be tabled.

PRESENTATION FROM MPO:

Presentation from MPO regarding the draft transportation proposal. James Eardley, applicant.

City Manager Gary Esplin advised that Mr. Eardley would like to make his presentation after the first of the year in a work meeting, therefore, this item will not be heard at this time.

Councilmember Pike returned.

SET PUBLIC HEARINGS:

Wes Jenkins advised that the Planning Commission, at its meeting held November 21, 2013, recommended that public hearings be scheduled on January 9, 2014 to consider A) a zone change request for Pine Park Estates from RE-20 to RE-12.5 on 10.024 acres located at approximately 2990 S. Little Valley Road; B) a zone change amendment to the Planned Development Zone for Mesa Palms Phase 5 on 5.925 acres located just north of Beehive Homes at the intersection of Mesa Palms Drive and Tonaquint Drive to allow for development of 53 units to be built on the property; C) a zone change amendment to the Planned Development Zone for Sunbrook Ranch on 11.37 acres located at 415 South Dixie Drive to add RV Storage to the list of permitted uses, and to revise the conceptual site development plan. The changes to the conceptual site development plan also reflect the lot split separating the rear 6 acres; D) a request for an amendment to the City Zoning Regulations, Title 10, Sections 10-10-5.K and 10-8-7.G to allow the city Council to waive the ground floor commercial requirement in mixed-use projects for buildings with obstructed visibility from the street; and E) a request for an amendment to the City Zoning Regulations, Title 10, Section 10-18-3.C to modify the corner lot fence requirements to allow a fence or wall to be built on the property line along the street side yard subject to certain standards.

MOTION: A motion was made by Councilmember Hughes to set public hearings with amendment to 53 lots on item B for January 9, 2014.
SECOND: The motion was seconded by Councilmember Almquist.
VOTE: Mayor McArthur called for a vote, as follows:

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Pike - aye

Councilmember Hughes - aye
Councilmember Nickle - aye

The vote was unanimous and the motion carried.

FINAL PLAT:

Wes Jenkins presented the final plat for Stone Cliff Subdivision Phase II, a 34 lot residential subdivision located at approximately 2600 East and 1659 South, zoning is PD-r. Planning Commission recommends approval. He stated that he met with applicant regarding the stub road that goes into the north used for construction access into Stone Cliff. Staff recommends that prior to the final plat being recorded, the City and the developer work out plans that the road becomes a permanent second access for the residents. The developer is proposing a third access road to the east.

Councilmember Gil Almquist inquired if the developer can abandon the daily use of the second access road when the third road is complete.

Mr. Jenkins stated that the developer does not want to do that. Staff believes it would be better to have three access roads.

City Manager Gary Esplin stated that staff has not seen the plans for the east end of the hill. Staff is not suggesting they should be private, but to get fire access in there, it might be a good idea to have three access areas.

Mr. Jenkins advised the roads will have to line up the street on the other side of 1450 East. As far as the width, staff would have to work on that with the developer. This will allow drainage to flow down 1450 East. Prior to recording the plat, staff would like to work with the developer to work out the access.

Councilmember Pike asked Mr. Jenkins to speak to developer regarding installing another guard house vs. other options such as a card reader.

City Manager Gary Esplin advised there is no guarantee that the future access to the east will be built since the plans have not been seen.

Mayor McArthur stated that when the plat was originally shown, it was a lot less dense.

Gail Maxwell commented that they are actually reducing the density by 100 lots.

MOTION: A motion was made by Councilmember Hughes to approve the 34 lot final plat with the condition that staff and the developer work out a solution with regard to access.

SECOND: The motion was seconded by Councilmember Bunker.

VOTE: Mayor McArthur called for a vote, as follows:

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Pike - aye
Councilmember Hughes - aye
Councilmember Nickle - aye

The vote was unanimous and the motion carried.

PRELIMINARY PLAT:

Wes Jenkins presented the preliminary plat for Meadow Valley Estates Phase 4, a 7 lot residential subdivision on 2.73 acres located on the west side of Little Valley Road at the intersection of Mountain Ledge Drive. Zoning is RE-12.5. He explained when staff met with the developer, the City requested the road be stubbed through to the Gentry property to the south. In 2005, the preliminary plat was approved, however, the preliminary plat has since expired and the applicant added 4 additional lots. There was some opposition from neighbors that live on Mountain Ledge; they would prefer to have a cul-de-sac. The Planning Commission voted to extend the road through.

Councilmember Hughes stated that he agrees with the letter from the residents. He feels the problem is that it felt a bit misleading. There were a number of promises made that could not be kept. He inquired if it is absolutely impossible for the road to be a cul-de-sac. Additionally, he asked if the road is made into a cul-de-sac, could it reduce some of the traffic on Little Valley Road.

Mr. Jenkins replied no, it is not impossible for the road to be a cul-de-sac. He stated that staff felt it made sense to have the road go through because it would provide an additional road and spread out the traffic.

Councilmember Almquist stated that he believes there was an agreement after the previous meeting. It is hard for him to turn his back on a neighborhood to say that it has to be a through street.

Councilmember Hughes stated he does not want staff to get the wrong idea. Although he is grateful for staff for working with developers, he does not feel they have the right to suggest an alternative plan. He feels the road should go through to the south and have a cul-de-sac on the end.

City Manager Gary Esplin stated he feels that the plat will have to be denied, Council can suggest that a cul-de-sac be put in. The critical part is having the road continue to the south. From a transportation planning standpoint, it would be great for circulation, however, this could create increased planning on a 50 foot road.

MOTION: A motion was made by Councilmember Pike to deny the request for the preliminary plat and ask that the developer try again to include the road to the south and to reformat Mountain Ledge Drive to put in a cul-de-sac on the end.

SECOND: The motion was seconded by Councilmember Nickle
VOTE: Mayor McArthur called for a vote, as follows:

Councilmember Bunker - nay
Councilmember Almquist - aye
Councilmember Pike - aye
Councilmember Hughes - aye
Councilmember Nickle - aye

The motion carried.

PRELIMINARY PLAT:

Wes Jenkins presented the preliminary plat for Maverick Subdivision, a one lot commercial subdivision on 1.33 acres located on the northeast corner of the intersection of 1450 South and River Road. Zoning is PD-C. Planning Commission recommends approval. The easement will be vacated prior to plat being recorded. Since the site sits inside the erosion hazard zone, the developer will provide erosion protection up to the 100 year flood elevation.

Councilmember Almquist stated it appears that the developer has started to set the steel for the canopy structure. He believes it does not look like the bolts are high enough.

Mr. Jenkins stated the elevations have been checked. The pad of the building will sit two feet above the base flood elevation.

MOTION: A motion was made by Councilmember Bunker to approve the preliminary plat as described.

SECOND: The motion was seconded by Councilmember Pike.
VOTE: Mayor McArthur called for a vote, as follows:

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Pike - aye
Councilmember Hughes - aye
Councilmember Nickle - aye

The vote was unanimous and the motion carried.

PRELIMINARY PLAT:

Wes Jenkins presented the preliminary plat for White Rocks Subdivision, a 61 lot residential subdivision on 16.51 acres located on the east side of SR-18 and south of the existing round-about and south of hole 9 on the Ledges golf course. Zoning is PD. The master plan that was approved in 2007, it was proposed for 203 units over 31.5 acres which is a density of approximately 6.4 dwelling units per acre, however, the developer is proposing 3.69 dwelling units per acre. This item was heard previously however, the layout has changed substantially. The developer is proposing to use the 45 foot roadway cross-section for the interior streets. Additionally, the developer is proposing to do pads with common area and limited common area. There will be an HOA that will maintain the common and limited areas within the subdivision.

Councilmember Almquist inquired if this item was required to go before the Hillside Review Board.

Mr. Jenkins replied no.

MOTION: A motion was made by Councilmember Hughes to approve the preliminary plat for White Rocks Subdivision.

SECOND: The motion was seconded by Councilmember Almquist.

VOTE: Mayor McArthur called for a vote, as follows:

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Pike - aye
Councilmember Hughes - aye
Councilmember Nickle - aye

The vote was unanimous and the motion carried.

PRELIMINARY PLAT:

Wes Jenkins presented the preliminary plat for Fieldstone Phase 1, a 25 lot subdivision on 9.02 acres located south of The Village at Little Valley along the logical extension of Crimson Ridge Drive at approximately 2350 East. Zoning is R-1-12. The developer is proposing to install 45 foot roads on the interior and will do lot size averaging.

MOTION: A motion was made by Councilmember Pike to approve the preliminary plat as presented.

SECOND: The motion was seconded by Councilmember Almquist.

VOTE: Mayor McArthur called for a vote, as follows:

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Pike - aye
Councilmember Hughes - aye
Councilmember Nickle - aye

The vote was unanimous and the motion carried.

PRELIMINARY PLAT:

Wes Jenkins presented the preliminary plat for Fieldstone Phase 2&3, a 56 lot subdivision on 18.52 acres located south of Little Valley Elementary School along the south side of Equestrian/Crimson Ridge Drive at approximately 2300 East. Phase 2 is zoned R-1-10 and Phase 3 is zoned R-1-12. The developer is proposing to install a 45 foot cross section and a 50 foot road to provide access to the south. The road to the west will be a 66 foot road. The property to the west is zoned A-20; the property owner plans to develop similar to the Horseman's Park Subdivision. Staff met with the developer and recommended eliminating one of the access roads since they were too close together on a 66 foot road. It is nice to have another access, however as they talked about future development, there was some discussion regarding the lots being double fronting lots, which would provide a good buffer similar to the buffer in other areas.

Councilmember Bunker inquired if it would be an advantage for the residents to have the access road.

Mr. Jenkins stated the wall and road would provide a buffer against agricultural properties for smells, flies, etc. The developer proposed to turn the road and move the access.

Councilmember Almquist stated there has been discussion that roads are buffers between subdivisions and lots with animals. He does not believe both roads should go through.

MOTION: A motion was made by Councilmember Almquist to deny the request at least eliminating one access on Horseman's Park Road.

SECOND: The motion was seconded by Councilmember Bunker.

VOTE: Mayor McArthur called for a vote, as follows:

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Pike - aye
Councilmember Hughes - aye
Councilmember Nickle - aye

The vote was unanimous and the motion carried.

ADJOURN TO CLOSED SESSION:

MOTION: A motion was made by Councilmember Bunker to discuss land sale and potential litigation.

SECOND: The motion was seconded by Councilmember Nickle.

VOTE: Mayor McArthur called for a roll vote, as follows:

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Pike - aye
Councilmember Hughes - aye
Councilmember Nickle - aye

The vote was unanimous and the motion carried.

RECONVENE AND ADJOURN:

MOTION:

SECOND:

VOTE:

A motion was made by Councilmember to Pike to reconvene and adjourn.
The motion was seconded by Councilmember Nickle.
Mayor McArthur called for a roll vote, as follows:

Councilmember Bunker - aye
Councilmember Almquist - aye
Councilmember Pike - aye
Councilmember Hughes - aye
Councilmember Nickle - aye

The vote was unanimous and the motion carried.

Christina Fernandez, City Recorder

**NOTICE OF REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF ST. GEORGE,
WASHINGTON COUNTY, UTAH**

Public Notice

Public notice is hereby given that the City Council of the City of St. George, Washington County, Utah, will hold a regular meeting in the City Council Chambers, 175 East 200 North, St. George, Utah, on Thursday, December 19, 2013 commencing at 4:00 p.m.

The agenda for the meeting is as follows:

Call to Order
Invocation
Flag Salute

1. **CONSENT CALENDAR**

- A. Consider approval of the financial report for October, 2013.

2. **BID OPENINGS**

- A. Consider award of bid for the purchase of 2014 Mainline Pipe Inspection Unit and Truck.
- B. Consider approval of a professional services agreement with CRSA for Master Plan for Fleet.
- C. Consider approval of a contract with Wadsworth Brothers Construction to build the Mall Drive Bridge.
- D. Consider approval of an agreement with Horrocks Engineering to redesign Mall Drive from Riverside Drive to 3000 East.
- E. Consider award of bid for connection supplies for the substation from River Road to Green Valley OPGW.
- F. Consider approval of a professional services contract with JBR for Environmental Remediation at the Waste Water Treatment Plant.

3. **PUBLIC HEARINGS**

- A. Public hearing to consider vacation of 300 South Street between 700 East Street and 1000 East Street, 400 South Street between 800 East Street and 900 East Street, 800 East Street between 300 South Street and 600 South Street and all associated public utility and drainage easements. Dixie State University, applicant.
- B. Public hearing to consider amendments to the Fiscal Year 2013-14 Budget.

4. **ORDINANCES**

- A. Consider approval of an ordinance vacating 300 South Street between 700 East Street and 1000 East Street, 400 South Street between 800 East Street and 900 East Street, 800 East Street between 300 South Street and 600 South Street and all associated public utility and drainage easements.

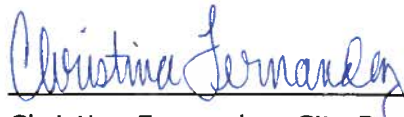
5. **RESOLUTIONS**

- A. Consider approval of a resolution increasing the solid waste collection and disposal services fees.
- B. Consider approval of a resolution adopting the 2014 rates for advertising in the interior and on the exterior of SunTran buses.
- C. Consider approval of a resolution amending the Fiscal Year 2013-14 Budget.
- D. Consider approval of a resolution approving matching funds to continue for the WaterSense Labeled Toilet Rebate program.

6. **STAFF REPORTS**

- A. Presentation from local High Schools regarding renaming the streets near their schools.
- B. Consider donation of property to the City located along the Red Hill north of Diagonal behind the Cannon Townhomes. Howard Cheney, applicant.

- C. Consider approval of a proposal to purchase City property in the Creekside Subdivision. Joseph Hood, applicant.
 - D. Report from the Planning Commission meeting held December 10, 2013.
 - E. Presentation from MPO regarding the draft transportation proposal. James Eardley, applicant.
 - F. Appointments to boards and commissions of the City.
 - G. Request a closed session.
7. MINUTES - None scheduled.
8. ADJOURNMENT



Christina Fernandez, City Recorder



Date

REASONABLE ACCOMMODATION: The City of St. George will make efforts to provide reasonable accommodations to disabled members of the public in accessing City programs. Please contact the City Human Resources Office, 627-4674, at least 24 hours in advance if you have special needs.

**ADDENDUM TO THE CITY COUNCIL MEETING AGENDA
OF THE CITY OF ST. GEORGE,
WASHINGTON COUNTY, UTAH**


Public Notice

Public notice is hereby given that the City Council of the City of St. George, Washington County, Utah, will hold a regular meeting at the St. George City Office, City Council Chambers, 175 East 200 North, St. George, Utah, on Thursday, December 19, 2013 commencing at 4:00 p.m.

The addendum to the agenda is as follows:

2.

G. Consider approval of bid for renovations to Recreation Center.



Judith Mayfield, Deputy City Recorder

12-18-13

Date

REASONABLE ACCOMMODATION: The City of St. George will make efforts to provide reasonable accommodations to disabled members of the public in accessing City programs. Please contact the City Human Resources Office, 627-4674, at least 24 hours in advance if you have special needs.

DRAFTAgenda Item Number : **1A**

Request For Council Action

Date Submitted 2013-12-09 09:11:22**Applicant** Philip Peterson**Quick Title** OCTOBER FINANCIAL REPORT**Subject** October financial report**Discussion** Report is attached. All looks good so far. any questions please ontact me.**Cost** \$0.00**City Manager Recommendation** Looks great for the first 4 months of the year.**Action Taken****Requested by** Philip Petertsn**File Attachments** OCTOBER 2013.pdf**Approved by Legal Department?****Approved in Budget?** Amount:**Additional Comments****Attachments** OCTOBER 2013.pdf



MONTHLY FINANCIAL REPORT

FOUR MONTHS ENDED

OCTOBER 31, 2013

CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORT
FOUR MONTHS ENDED OCTOBER 31, 2013

FINANCE DIRECTOR'S COMMENTS:

The attached report represents activity in the various city funds for the FOUR months ended October 31, 2013. This period represents 33.33% of the fiscal year (1/3).

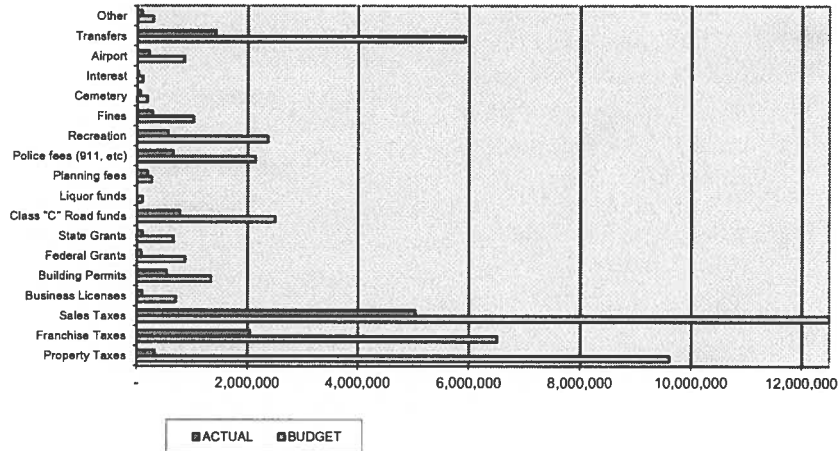
While, we are seeing some good signs in our revenues, it is still very early in the fiscal year. Our property taxes will begin to be collected in December and January, so after that we will have a better idea on things. Expenditures continue to be well managed by the various departments in the City and the General Fund is looking good so far.

- 1) General Fund revenues are at almost 25% of budget but again this is difficult to gauge because of the way that the majority of the property taxes will not be received until later in the fiscal year.
- 2) However, a positive sign is that General Fund revenues are 5.59% over last year's revenues for the first three months.
 - a) Sales taxes are up just over 6.49% compared to a year ago.
 - b) Building permit fees are up 3.83% compared to a year ago.
 - c) Planning fees are up over 115% compared to a year ago.
- 3) The attached revenue comparison schedule is good to give a quick review of how revenues are trending in comparison with the prior fiscal year.
- 4) Expenditures are at 26.51% of budget. The attached expenditure status report shows the various departments of the General Fund and their percentage of budget used thru October. While some areas may show above ytd percentages, this is not unusual for most of those items (ie: marathon, swimming pool) as they have most of their expenditures during the first part of the fiscal year. City Manager shows high percentages but the audit is paid from his budget initially and then once completed is allocated out to the various funds. Again, this is something which we see each year.
- 5) Both Water and Electric revenues are showing small growth in revenues and net income when compared with the prior fiscal year. The financial reports for both funds are attached to this report and do show comparisons with the last fiscal year through the same period.
- 6) The City Treasurer's October investment report is attached.
- 7) All of the required financial audit reports for fiscal year 6/30/2013 have been submitted to their required entities except for the federal single audit website. It is still not accessible and probably will not be until January. The audit is also available on the city website.

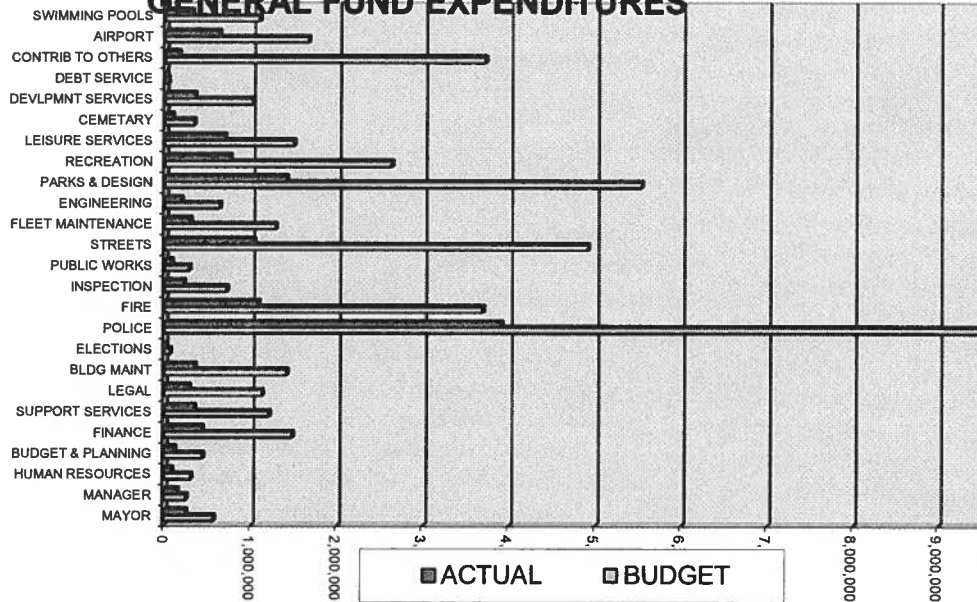
If there are any questions, comments, or concerns, please feel free to contact me at any time at any of the following: Philip.peterson@sgcity.org; 627-4701; or cell at 703-0874.

CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
10/31/2013

GENERAL FUND REVENUES

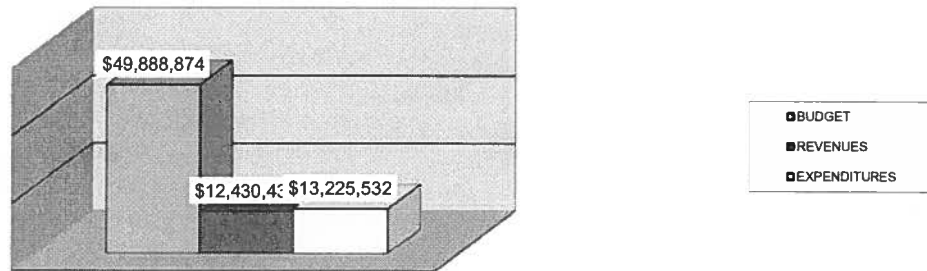


GENERAL FUND EXPENDITURES

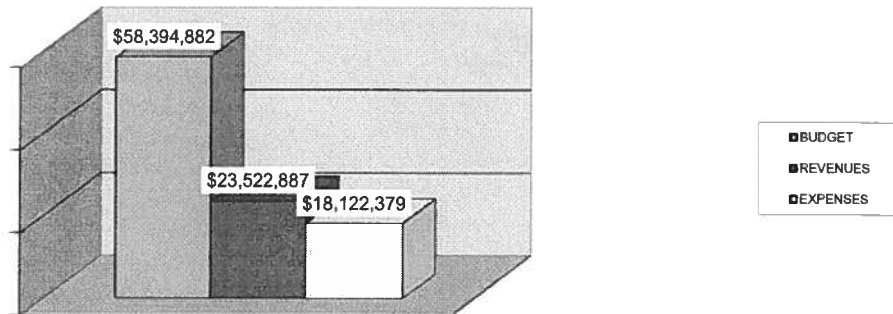


CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
10/31/2013

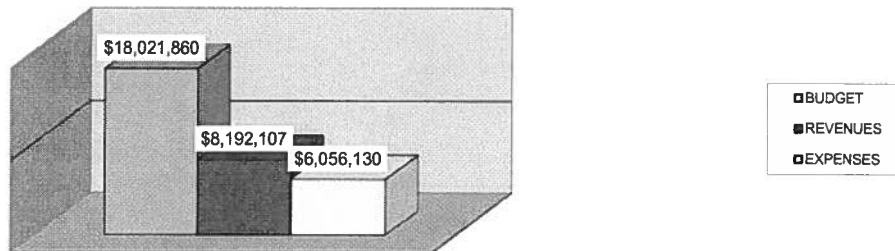
GENERAL FUND



ELECTRIC UTILITY

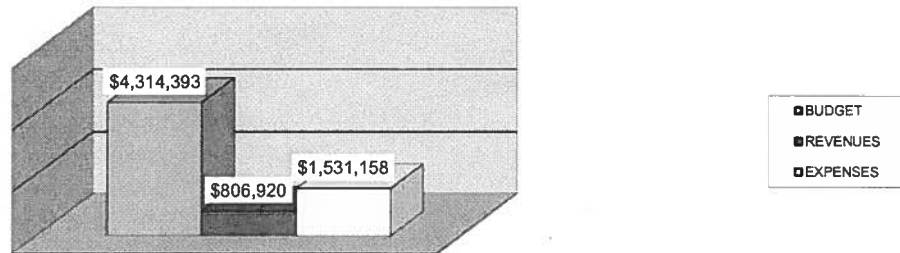


WATER UTILITY

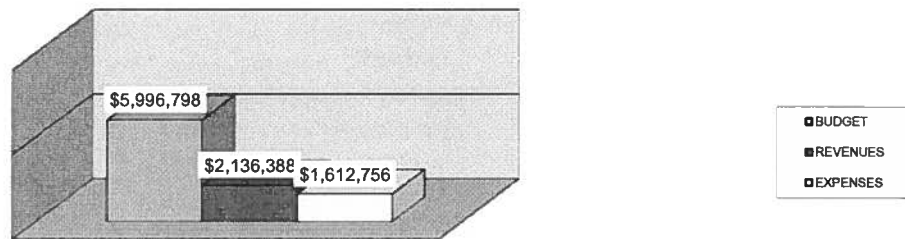


CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
10/31/2013

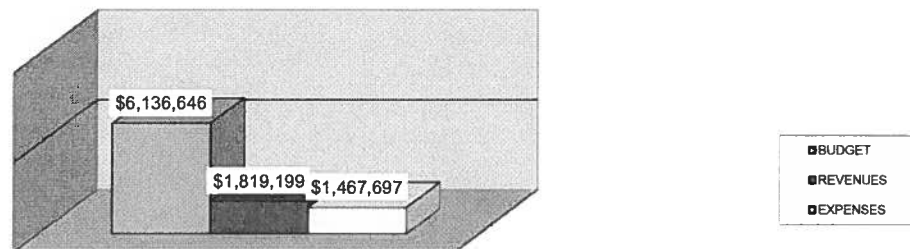
GOLF FUND



WASTEWATER COLLECTION (includes impact)

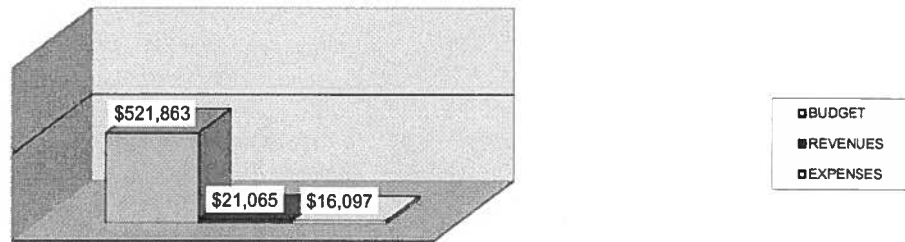


WASTEWATER TREATMENT (includes impact)

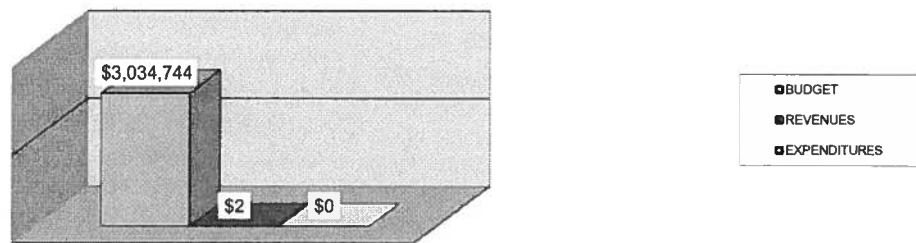


CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
10/31/2013

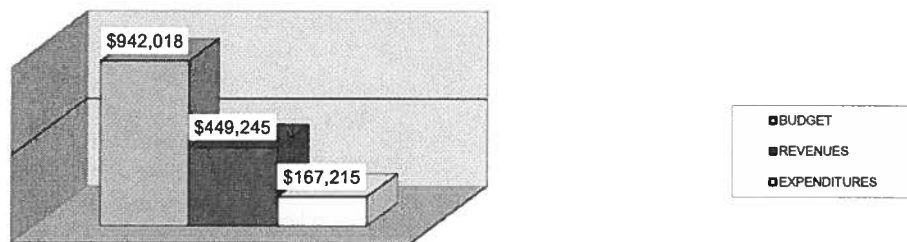
CDBG BLOCK GRANT FUND



SALES TAX BOND CAP. PROJECT FUND

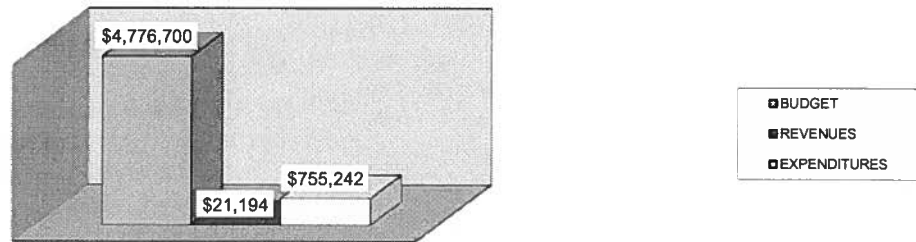


DIXIE CENTER OPERATIONS

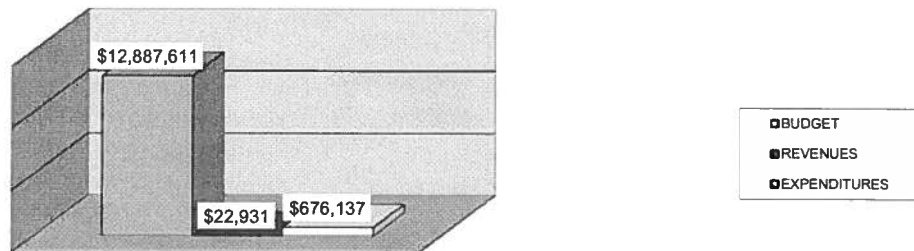


CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
10/31/2013

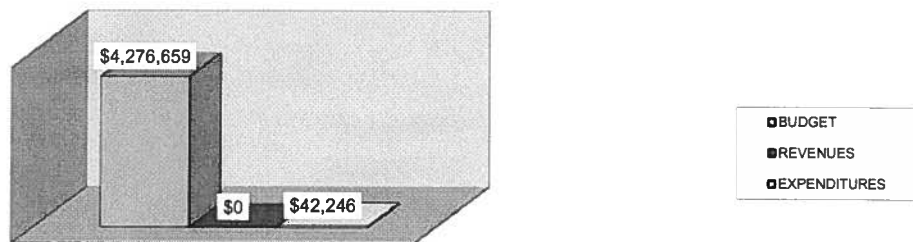
CAPITAL EQUIPMENT FUND



PUBLIC WORKS CAP. PROJ. FUND

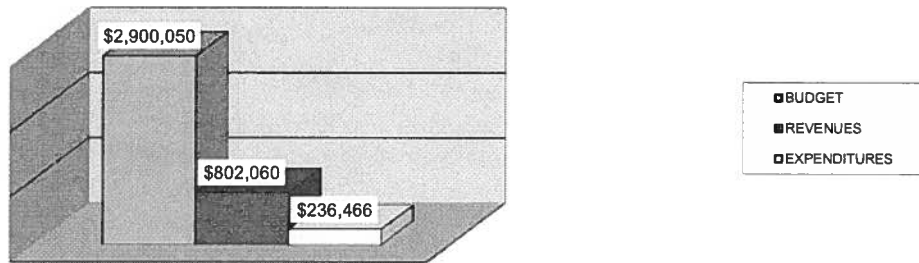


REPLACEMENT AIRPORT FUND

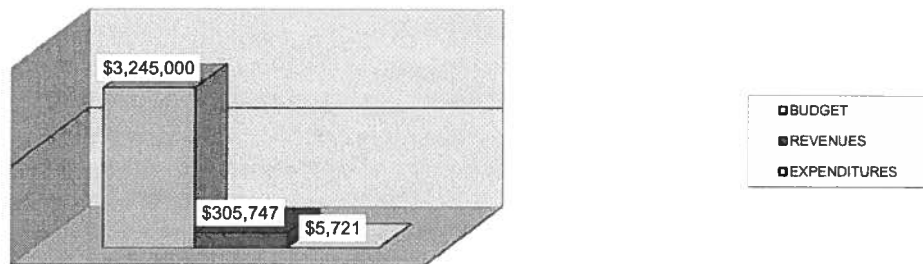


CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
10/31/2013

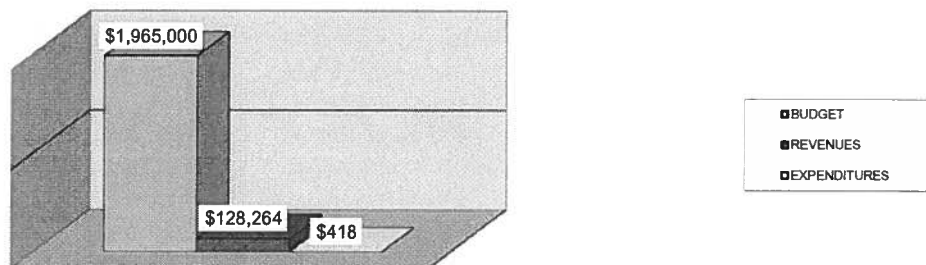
PARK IMPACT FUND



STREET IMPACT FUND

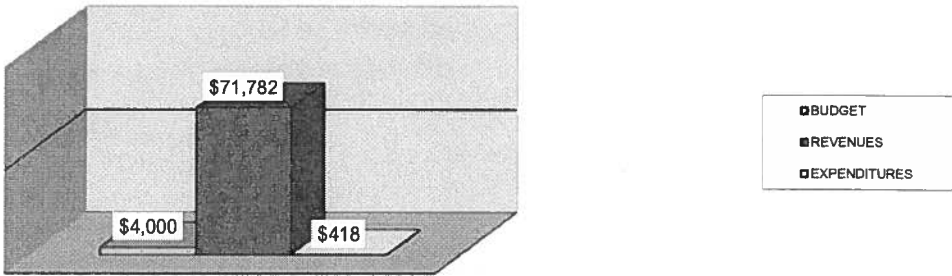


DRAINAGE IMPACT FUND

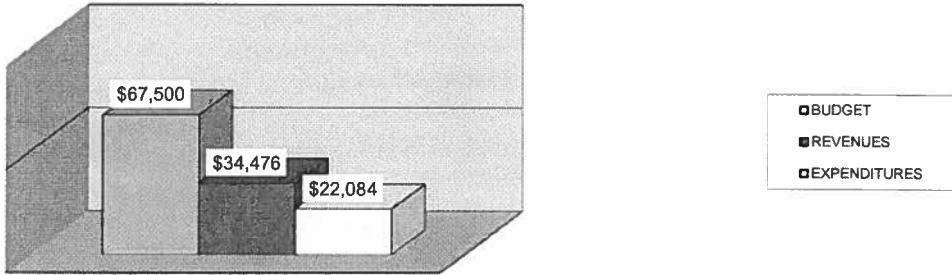


CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
10/31/2013

FIRE IMPACT FUND

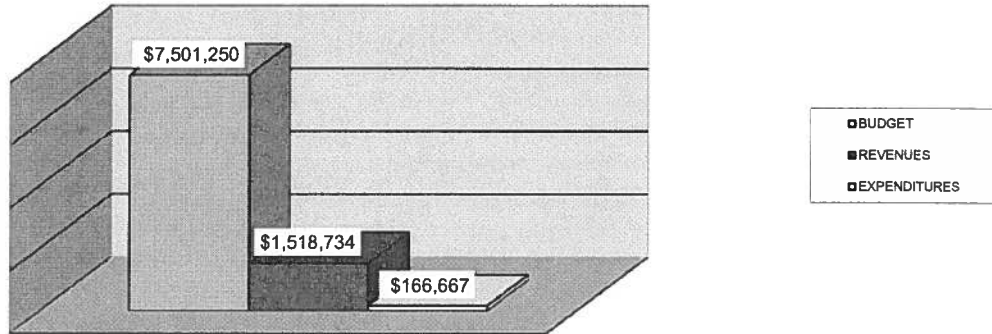


POLICE IMPACT FUND

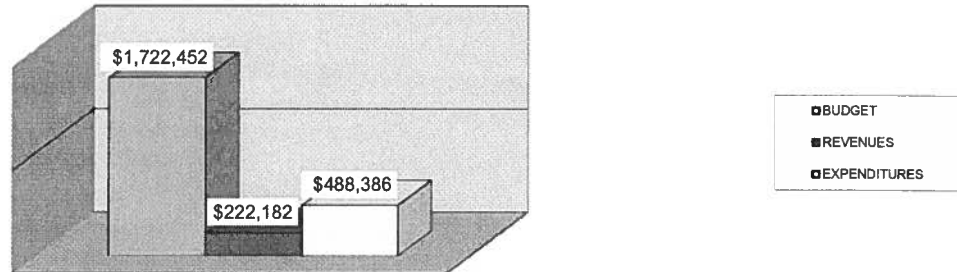


CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
10/31/2013

TRANSPORTATION IMPRV. FUND



SUNTRAN TRANSIT FUND



CITY OF ST. GEORGE, UT
REVENUE COMPARISONS
FOUR MONTHS ENDED OCTOBER 31, 2013

| | FYE JULY 2014 | FYE JULY 2013 | FY2014 as a % of FY 2013 |
|--|------------------|------------------|-----------------------------|
| GENERAL FUND: | | | |
| Property Taxes | 319,995 | 378,619 | 84.52% |
| Franchise Taxes | 2,039,006 | 2,084,349 | 97.82% |
| Sales Taxes | 5,034,972 | 4,728,318 | 106.49% |
| Business Licenses | 97,713 | 97,350 | 100.37% |
| Building Permits | 537,807 | 517,961 | 103.83% |
| Federal Grants | 77,781 | 24,167 | 321.85% |
| State Grants | 90,225 | 6,058 | 1489.36% |
| Class "C" Road funds | 773,115 | 801,603 | 96.45% |
| Liquor funds | - | - | #DIV/0! |
| Planning fees | 182,307 | 84,483 | 215.79% |
| Police fees (911, etc) | 642,357 | 589,900 | 108.89% |
| Recreation | 555,961 | 516,978 | 107.54% |
| Fines | 270,239 | 275,046 | 98.25% |
| Cemetery | 61,545 | 56,385 | 109.15% |
| Interest | 23,596 | 17,539 | 134.54% |
| Airport | 210,034 | 238,338 | 88.12% |
| Transfers | 1,415,333 | 1,278,667 | 110.69% |
| Other | 98,444 | 76,378 | 128.89% |
| | 12,430,430 | 11,772,139 | 105.59% |
| DIXIE CENTER OPERATIONS | | | |
| Total Revenues | 449,245 | 436,988 | 102.80% |
| CDBG BLOCK GRANT FUND | | | |
| Total Revenues | \$21,065 | \$48,222 | 43.68% |
| PARK IMPACT FUND | | | |
| Total Revenues | \$802,060 | \$523,919 | 153.09% |
| STREET IMPACT FUND | | | |
| Total Revenues | \$305,747 | \$444,898 | 68.72% |
| DRAINAGE IMPACT FUND | | | |
| Total Revenues | \$128,264 | \$218,848 | 58.61% |
| FIRE DEPT IMPACT FUND | | | |
| Total Revenues | \$71,782 | \$100,223 | 71.62% |
| POLICE DEPT IMPACT FUND | | | |
| Total Revenues | \$34,476 | \$27,909 | 123.53% |
| WATER UTILITY FUND (w/ impact fees) | | | |
| Total Revenues | \$8,192,107 | \$7,878,753 | 103.98% |
| WASTEWATER COLLECTION (w/impact fees) | | | |
| Total Revenues | \$2,136,388 | \$2,014,007 | 106.08% |
| ELECTRIC UTILITY (w/impact fees) | | | |
| Total Revenues | \$23,522,887 | \$22,390,967 | 105.06% |
| GOLF COURSE FUND | | | |
| Total Revenues | \$806,920 | \$782,571 | 103.11% |
| REGIONAL WASTEWATER (w/impact fees) | | | |
| Total Revenues | \$1,819,199 | \$1,683,872 | 108.04% |
| SUNTRAN TRANSIT FUND | | | |
| Total Revenues | \$222,182 | \$173,836 | 127.81% |
| TRANS. IMPROV. FUND | | | |
| Total Revenues | \$1,518,734 | \$1,399,277 | 108.54% |
| REPLMNT AIRPORT FUND | | | |
| Total Revenues | \$0 | \$0 | #DIV/0! |

CITY OF ST. GEORGE, UT
GENERAL FUND REVENUES
FOUR MONTHS ENDED OCTOBER 31, 2013

| REVENUE SOURCE | ADJUSTED BUDGET | ACTUAL THRU OCT 31 2013 | PCT RECEIVED |
|---------------------------------|--------------------|----------------------------|-----------------|
| CURRENT PROPERTY TAXES | 8,000,000.00 | 11,917.00 | 0.15% |
| FEES ASSESSED | 1,200,000.00 | 260,700.17 | 21.73% |
| FRANCHISE TAXES | 6,500,000.00 | 2,039,006.44 | 31.37% |
| DELINQUENT TAXES | 400,000.00 | 47,377.62 | 11.84% |
| GENERAL SALES TAXES | 14,500,000.00 | 5,034,971.74 | 34.72% |
| BUSINESS LICENSES | 550,000.00 | 29,142.50 | 5.30% |
| LICENSE FEES - RENTAL ORDINANCE | 150,000.00 | 66,250.00 | 44.17% |
| ELECTION FILING FEES | | | |
| TRUCK-N-GO PERMITS | 3,500.00 | 2,320.00 | 66.29% |
| BUILDING PERMITS | 1,300,000.00 | 536,520.94 | 41.27% |
| DOG LICENSES | 32,000.00 | 1,286.00 | 4.02% |
| FEDERAL GRANTS | 865,310.00 | 77,780.83 | 8.99% |
| STATE GRANTS | 656,876.00 | 90,225.30 | 13.74% |
| CLASS C ROAD ALLOTTMENT | 2,500,000.00 | 773,115.20 | 30.92% |
| LIQUOR FUND ALLOTTMENT | 100,000.00 | | 0.00% |
| RESOURCE OFFICER CONTRIB. | 558,817.00 | 139,704.25 | 25.00% |
| PLANNING FEES | 250,000.00 | 173,679.81 | 69.47% |
| AIR QUALITY FEES | 15,000.00 | 8,627.50 | 57.52% |
| SPECIAL POLICE SERVICES | 50,000.00 | 22,158.52 | 44.32% |
| E-911 SERVICES | 900,000.00 | 320,703.86 | 35.63% |
| OTHER CITIES DISPATCH FEES | 631,690.00 | 157,921.39 | 25.00% |
| POLICE TRAINING CLASSES | 2,000.00 | 1,869.41 | 93.47% |
| REVERSE 911 REIMBURSEMENTS | | | |
| MUSEUM DONATIONS | 1,000.00 | 506.35 | 50.64% |
| MUSEUM ADMISSION FEES | 8,500.00 | 3,794.11 | 44.64% |
| NJCAA TOURNAMENT | | | |
| COMMUNITY ARTS BLDG RENTALS | 5,500.00 | -200.00 | -3.64% |
| OPERA HOUSE PERFORMANCES | 4,800.00 | | 0.00% |
| TRIPAX PASS SALES | | 1,153.88 | #DIV/0! |
| WALKING TOUR REVENUES | 3,500.00 | 1,917.17 | 54.78% |
| SOCIAL HALL RENTALS | 13,000.00 | 6,175.00 | 47.50% |
| EXHIBITS - COLLECTIONS | 7,500.00 | 2,716.28 | 36.22% |
| NATURE CENTER | 34,000.00 | 4,736.95 | 13.93% |
| AQUATIC CENTER | 360,000.00 | 94,090.79 | 26.14% |
| YOUTH SPORTS | 56,300.00 | 13,251.00 | 23.54% |
| ADULT SPORTS | 47,000.00 | 10,712.00 | 22.79% |
| RACES | 290,000.00 | 57,812.16 | 19.94% |
| SOFTBALL LEAGUES | 390,000.00 | 114,607.21 | 29.39% |
| NON-FOOD CONCESSIONS | | | |
| ARTS FAIR REVENUE | 33,830.00 | 175.00 | 0.52% |

| | | | |
|------------------------------------|----------------------|----------------------|---------------|
| SPECIAL COMMUNITY EVENTS | 2,400.00 | 814.00 | 33.92% |
| SWIMMING POOL FEES | 118,000.00 | 45,764.03 | 38.78% |
| RECREATION FEES | 10,000.00 | 12,101.05 | 121.01% |
| RECREATION CENTER FEES | 143,000.00 | 35,259.49 | 24.66% |
| OPERA HOUSE RENTALS | 6,000.00 | 2,887.50 | 48.13% |
| RECREATION FACILITY RENTALS | 18,000.00 | 6,115.67 | 33.98% |
| TENNIS CLASSES ETC. | 74,000.00 | 33,198.00 | 44.86% |
| MARATHON REVENUES | 735,000.00 | 108,204.00 | 14.72% |
| RECREATION CLASS FEES | | 169.00 | |
| CEMETARY LOT SALES | 90,000.00 | 31,225.00 | 34.69% |
| BURIAL FEES | 90,000.00 | 30,320.00 | 33.69% |
| TRAFFIC SCHOOL FEES | 36,000.00 | 14,969.60 | 41.58% |
| COURT FINES | 825,000.00 | 211,174.81 | 25.60% |
| POLICE WARRANTS | 16,000.00 | 7,400.00 | 46.25% |
| ACE PENALTIES | 100,000.00 | 28,685.64 | 28.69% |
| ACE COSTS | 35,000.00 | 8,009.00 | 22.88% |
| ACE ABATEMENTS | 5,000.00 | | 0.00% |
| INTEREST EARNINGS | 100,000.00 | 23,596.36 | 23.60% |
| RENTS AND ROYALTIES | 30,000.00 | -13,417.77 | -44.73% |
| SALE OF PROPERTY | 30,000.00 | | 0.00% |
| POLICE EVIDENCE IMPOUND | 2,500.00 | -402.49 | -16.10% |
| MISCELLANEOUS SUNDRY REVENUES | 75,000.00 | 26,725.46 | 35.63% |
| ORTHOPHOTOGRAPHY MAPS | 500.00 | 11.29 | 2.26% |
| COMPOST SALES - REUSE | 35,000.00 | 4,695.63 | 13.42% |
| ROADBASE SALES - REUSE | 6,500.00 | 800.49 | 12.32% |
| AIRPORT REVENUES | 850,000.00 | 210,033.69 | 24.71% |
| MAINTENANCE AT AIRPORT | 7,100.00 | 2,372.52 | 33.42% |
| CONTRIBUTIONS FROM OTHER | 85,000.00 | 39,848.81 | 46.88% |
| TRANSFERS FROM OTHER FUNDS | 5,923,751.00 | 1,415,333.32 | 23.89% |
| CONTRIBUTIONS FROM PRIVATE | 20,000.00 | 20,000.00 | 100.00% |
| MEDIAN LANDSCAPE FEES | | 17,809.62 | #DIV/0! |
| APPROPRIATED FUND BALANCE | | | |
| TOTAL GENERAL FUND REVENUES | 49,888,874.00 | 12,430,430.10 | 24.92% |

CITY OF ST. GEORGE, UT
EXPENDITURE STATUS REPORT BY CATEGORY
FOUR MONTHS ENDED OCTOBER 31, 2013

33.33% OF THE BUDGET YEAR

| GENERAL FUND | ADJUSTED BUDGET | ACTUAL THRU OCT 31 2013 | REMAINING BALANCE | PCT USED |
|---------------------------------|----------------------------|------------------------------------|------------------------------|---------------------|
| MAYOR & COUNCIL | 568,237.00 | 248,366.34 | 319,870.66 | 43.71% |
| CITY MANAGER | 253,106.00 | 151,707.20 | 101,398.80 | 59.94% |
| HUMAN RESOURCES | 308,363.00 | 84,887.02 | 223,475.98 | 27.53% |
| ADMINISTRATIVE SERVICES | 439,762.00 | 118,932.46 | 320,829.54 | 27.04% |
| FINANCE DEPARTMENT | 1,476,129.00 | 433,517.81 | 1,042,611.19 | 29.37% |
| TECHNOLOGY SERVICES | 1,206,095.00 | 342,645.90 | 863,449.10 | 28.41% |
| LEGAL SERVICES | 1,001,137.00 | 249,586.04 | 751,550.96 | 24.93% |
| BUILDING MAINTENANCE | 1,413,503.00 | 348,417.55 | 1,065,085.45 | 24.65% |
| ELECTIONS | 65,000.00 | 10,930.70 | 54,069.30 | 16.82% |
| PLANNING COMMISSION | 12,000.00 | 6,698.96 | 5,301.04 | 55.82% |
| POLICE | 10,840,621.00 | 3,163,514.99 | 7,677,106.01 | 29.18% |
| HIDTA GRANT | 134,820.00 | 86,566.76 | 48,253.24 | 64.21% |
| POLICE DISPATCH | 2,908,626.00 | 640,343.36 | 2,268,282.64 | 22.02% |
| CCJJ GRANT | 113,095.00 | 18,868.30 | 94,226.70 | 16.68% |
| FIRE DEPARTMENT | 3,693,362.00 | 1,084,941.05 | 2,608,420.95 | 29.38% |
| INSPECTION | 715,993.00 | 222,475.59 | 493,517.41 | 31.07% |
| CODE ENFORCEMENT | 127,484.00 | 36,363.20 | 91,120.80 | 28.52% |
| PUBLIC WORKS ADMINISTRATION | 284,182.00 | 83,365.55 | 200,816.45 | 29.34% |
| STREETS | 4,913,140.00 | 1,032,658.62 | 3,880,481.38 | 21.02% |
| FLEET MAINTENANCE | 1,280,811.00 | 299,773.58 | 981,037.42 | 23.40% |
| ENGINEERING | 636,273.00 | 185,725.58 | 450,547.42 | 29.19% |
| PARKS | 4,852,955.00 | 1,303,839.98 | 3,549,115.02 | 26.87% |
| DESIGN | 678,853.00 | 102,263.45 | 576,589.55 | 15.06% |
| NATURE CENTER & YOUTH PROGRAMS | 107,747.00 | 17,653.38 | 90,093.62 | 16.38% |
| SOFTBALL PROGRAMS | 395,254.00 | 66,998.61 | 328,255.39 | 16.95% |
| SPORTS FIELD MAINTENANCE | 565,706.00 | 164,370.77 | 401,335.23 | 29.06% |
| SPECIAL EVENTS & PROGRAMS | 297,119.00 | 78,240.89 | 218,878.11 | 26.33% |
| YOUTH SPORTS PROGRAMS | 128,418.00 | 45,383.38 | 83,034.62 | 35.34% |
| ADULT SPORTS PROGRAMS | 45,458.00 | 4,029.53 | 41,428.47 | 8.86% |
| RECREATION | 512,183.00 | 179,483.65 | 332,699.35 | 35.04% |
| EXHIBITS AND COLLECTIONS | 243,989.00 | 68,116.95 | 175,872.05 | 27.92% |
| COMMUNITY ARTS | 256,152.00 | 83,587.06 | 172,564.94 | 32.63% |
| HISTORIC OPERA HOUSE | 88,456.00 | 25,878.95 | 62,577.05 | 29.26% |
| HISTORIC COURTHOUSE | 21,700.00 | 7,837.01 | 13,862.99 | 36.12% |
| LEISURE SERVICES ADMINISTRATION | 310,118.00 | 123,011.99 | 187,106.01 | 39.67% |
| RECREATION CENTER | 575,047.00 | 198,525.75 | 376,521.25 | 34.52% |
| MARATHON | 571,899.00 | 377,810.00 | 194,089.00 | 66.06% |
| COMMUNITY CENTER | 2,550.00 | 768.97 | 1,781.03 | 30.16% |
| CEMETERY | 336,910.00 | 86,772.87 | 250,137.13 | 25.76% |
| DEVELOPMENT SERVICES ADMIN. | 1,001,091.00 | 335,975.09 | 665,115.91 | 33.56% |
| DEBT SERVICE | 35,905.00 | 11,968.32 | 23,936.68 | 33.33% |
| TRANSFERS TO OTHER FUNDS | 3,719,612.00 | 155,666.68 | 3,563,945.32 | 4.19% |
| AIRPORT | 1,658,347.00 | 622,759.80 | 1,035,587.20 | 37.55% |
| SWIMMING POOL | 251,134.00 | 109,588.52 | 141,545.48 | 43.64% |
| SAND HOLLOW AQUATIC CENTER | 840,532.00 | 204,713.78 | 635,818.22 | 24.36% |
| TOTAL GENERAL FUND | 49,888,874.00 | 13,225,531.94 | 36,663,342.06 | 26.51% |

CITY OF ST. GEORGE, UT
MONTHLY COUNCIL REPORT

| | BUDGET | REVENUE | EXPENDITURES | |
|---|--------------|--------------|--------------|--------|
| 10 GENERAL FUND | \$49,888,874 | \$12,430,430 | \$13,225,532 | 26.51% |
| 53 & 83 ELECTRIC FUND (includes impact) | \$58,394,882 | \$23,522,887 | \$18,122,379 | 31.03% |
| 51 & 81 WATER FUND (includes impact) | \$18,021,860 | \$8,192,107 | \$6,056,130 | 33.60% |
| 55 GOLF FUND | \$4,314,393 | \$806,920 | \$1,531,158 | 35.49% |
| 52 & 82 WASTEWATER COLLECT (includes impact) | \$5,996,798 | \$2,136,388 | \$1,612,756 | 26.89% |
| 62 & 86 WASTEWATER TREATMNT (includes impact) | \$6,136,646 | \$1,819,199 | \$1,467,697 | 23.92% |
| 32 CDBG BLOCK GRANT FUND | \$521,863 | \$21,065 | \$16,097 | 3.08% |
| 84 SALES TAX BOND - CAPITAL PROJ FUND | \$3,034,744 | \$2 | \$0 | 0.00% |
| 30 DIXIE CENTER OPERATIONS | \$942,018 | \$449,245 | \$167,215 | 17.75% |
| 40 CAPITAL EQUIPMENT FUND | \$4,776,700 | \$21,194 | \$755,242 | 15.81% |
| 87 PUBLIC WORKS CAPITAL PROJ FUND | \$12,887,611 | \$22,931 | \$676,137 | 5.25% |
| 88 REPLACEMENT AIRPORT CONST. FUND | \$4,276,659 | \$0 | \$42,246 | 0.99% |
| 44 PARK IMPACT FUND | \$2,900,050 | \$802,060 | \$236,466 | 8.15% |
| 45 STREET IMPACT FUND | \$3,245,000 | \$305,747 | \$5,721 | 0.18% |
| 47 DRAINAGE IMPACT FUND | \$1,965,000 | \$128,264 | \$418 | 0.02% |
| 48 FIRE IMPACT FUND | \$4,000 | \$71,782 | \$418 | 10.45% |
| 49 POLICE IMPACT FUND | \$67,500 | \$34,476 | \$22,084 | 32.72% |
| 64 SUNTRAN TRANSIT FUND | \$ 1,722,452 | \$222,182 | \$ 488,386 | 28.35% |
| 27 TRANSPORTATION IMPROV FUND | \$ 7,501,250 | \$1,518,734 | \$ 166,667 | 2.22% |

| CITY OF ST. GEORGE ELECTRIC UTILITY | | | | | | | | | | | |
|--|----------------|-----------|-----------|--------------------|--------------------|----------------------------------|-------------------------|-------------------------------------|-----------------------------|--|--|
| STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN RETAINED EARNINGS | | | | | | | | | | | |
| FOR THE FOUR-MONTH PERIOD ENDED OCTOBER 31, 2013 | | | | | | | | | | | |
| | BUDGET FY14 | Oct-12 | Oct-13 | 2014 FY TO DATE | 2013 FY TO DATE | BUDGETED REMAINING BALANCE | SPENT % OF BUDGET | INCREASE (DECREASE) OVER 2008 | INCREASE (DECREASE) % | | |
| OPERATING REVENUE | | | | | | | | | | | |
| Penalties | \$350,000 | \$40,344 | \$33,745 | \$146,564 | \$153,944 | \$203,436 | 41.88% | (\$7,380) | -4.79% | | |
| Wholesale sales - energy | \$1,947,374 | 357,472 | 676,104 | 924,812 | 537,408 | 1,022,562 | 47.49% | 387,404 | 72.09% | | |
| Wholesale sales - natural gas | | | (162,200) | 366,505 | | | | | | | |
| Small Commercial Sales | 8,246,283 | 810,179 | 525,283 | 2,732,042 | 3,959,448 | 5,514,241 | 33.13% | (1,227,406) | -31.00% | | |
| Residential Sales | 25,288,602 | 1,861,291 | 1,629,106 | 9,951,556 | 9,962,919 | 15,337,046 | 39.35% | (11,363) | -0.11% | | |
| Large Commercial Sales | 20,340,832 | 1,648,935 | 1,802,935 | 8,018,613 | 6,960,945 | 12,322,219 | 39.42% | 1,057,668 | 15.19% | | |
| Street Lighting | 50,000 | 4,038 | 4,038 | 16,167 | 16,151 | 33,833 | 32.33% | 16 | 0.10% | | |
| Sales to Governmental Units | 1,099,504 | 137,453 | 130,164 | 616,582 | 628,034 | 482,922 | 56.08% | (11,452) | -1.82% | | |
| Service Account - Labor | 250,000 | 15,668 | 30,449 | 121,413 | 56,809 | 128,567 | 48.57% | 64,604 | 113.72% | | |
| Federal Grants | | | | - | - | - | #DIV/0! | - | #DIV/0! | | |
| Mountain Bell Pole Agreement | 10,000 | - | - | - | - | 10,000 | 0.00% | - | #DIV/0! | | |
| Cable TV Pole Agreement | 22,000 | - | - | - | - | 22,000 | 0.00% | - | #DIV/0! | | |
| Total Operating Revenues | 57,604,595 | 4,875,380 | 4,669,634 | 22,894,254 | 22,275,658 | 35,076,846 | 39.74% | 618,596 | 2.78% | | |
| OPERATING EXPENSES | | | | | | | | | | | |
| Generation | 1,703,052 | 87,431 | 90,523 | 549,103 | 523,360 | 1,153,949 | 32.24% | 25,743 | 4.92% | | |
| Energy Purchases | 38,951,845 | 3,359,279 | 3,209,330 | 13,533,232 | 13,494,758 | 25,418,613 | 34.74% | 38,474 | 0.29% | | |
| Natural Gas Purchases | 4,364,195 | 48,630 | 158,123 | 3,309,561 | 2,872,436 | 1,054,634 | 75.83% | 437,125 | 15.22% | | |
| Distribution | 3,689,499 | 270,777 | 245,522 | 1,086,039 | 1,087,580 | 2,603,460 | 29.44% | (1,541) | -0.14% | | |
| Shop & Maintenance | 160,000 | 20,038 | 10,722 | 58,208 | 57,438 | 101,792 | 36.38% | 770 | 1.34% | | |
| General & Administrative | 3,231,894 | 246,937 | 269,896 | 1,067,000 | 964,759 | 2,164,894 | 33.01% | 102,241 | 10.60% | | |
| Bond principal payments | 1,785,000 | 144,167 | 148,750 | 595,000 | 576,667 | 1,190,000 | 33.33% | 18,333 | 3.18% | | |
| Bond interest payments | 2,889,666 | 246,258 | 240,806 | 963,222 | 985,030 | 1,926,444 | 33.33% | (21,808) | -2.21% | | |
| Miscellaneous expenses | 35,000 | 3,312 | 906 | 10,673 | 7,957 | 24,327 | 30.49% | 2,716 | 34.13% | | |
| Operating Income (Loss) | 56,810,151 | 4,426,829 | 4,374,578 | 21,172,038 | 20,569,985 | 35,638,113 | 37.27% | 602,053 | 2.93% | | |
| | 794,444 | 448,551 | 295,056 | 1,722,216 | 1,705,673 | (561,267) | 216.78% | 16,543 | 0.97% | | |
| NON-OPERATING REVENUES(EXPENSES) | | | | | | | | | | | |
| Interest Earnings | 25,000 | 1,127 | 1,973 | 5,534 | 3,129 | 19,466 | 22.14% | 2,405 | 76.86% | | |
| Miscellaneous Sundry Revenue | 100,000 | 3,024 | 3,190 | 29,889 | 26,411 | 70,111 | 29.89% | 3,478 | 13.17% | | |
| Property Sales | 100,000 | 1,561 | 7 | 9,217 | 3,892 | 90,783 | 9.22% | 5,325 | 136.82% | | |
| Impact & Connection Fees | 1,350,000 | 107,049 | 507,101 | 1,087,896 | 489,008 | 252,104 | 81.33% | 608,888 | 124.51% | | |
| SunSmart Subscriptions | | | | | | | #DIV/0! | - | #DIV/0! | | |
| Contributions from others | 160,231 | | | | | 160,231 | 0.00% | - | #DIV/0! | | |
| Capital Improvements | | | | | | | | | | | |
| Generation | (342,000) | (289) | (130) | (4,591) | (289) | (337,409) | 1.34% | 4,302 | -1488.58% | | |
| Distribution | (1,230,731) | (59,525) | (188,485) | (385,081) | (245,051) | (845,650) | 31.29% | 140,030 | -57.14% | | |
| Shop & Maintenance | | | | | | | #DIV/0! | (8,720) | 100.00% | | |
| General & Administrative | (12,000) | (824) | | (458) | (5,249) | (11,542) | 3.82% | (4,791) | 91.27% | | |
| Total Non-Operating Revenues(Expenses) | 150,500 | 52,123 | 343,676 | 752,406 | 263,131 | (601,906) | N/A | 489,275 | 185.94% | | |
| NET INCOME (LOSS) | | | | | | | | | | | |
| | \$944,944 | \$500,674 | \$638,732 | \$2,474,622 | \$1,968,804 | (\$1,163,173) | N/A | \$505,818 | 25.69% | | |
| CASH BALANCE AT 10/31/2013 | \$8,731,170.70 | | | | | | | | | | |
| CASH BALANCE AT 10/31/2012 | \$4,827,230.27 | | | | | | | | | | |
| Power cost per KWH | | 0.05367 | 0.05457 | 0.05683 | 0.06028 | | | | | | |
| Other op. costs per KWH | | 0.01605 | 0.01632 | 0.01461 | 0.01548 | | | | | | |
| Total OP. Costs per KWH | | 0.06972 | 0.07089 | 0.07144 | 0.07576 | | | | | | |
| Rev per KWH purchased | | 0.07678 | 0.07567 | 0.07725 | 0.08204 | | | | | | |
| Net per KWH purchased | | 0.00706 | 0.00476 | 0.00581 | 0.00628 | | | | | | |

CITY OF ST. GEORGE, UTAH

WATER UTILITY

STATEMENT OF REVENUES, EXPENSES, AND CHANGES
IN RETAINED EARNINGS

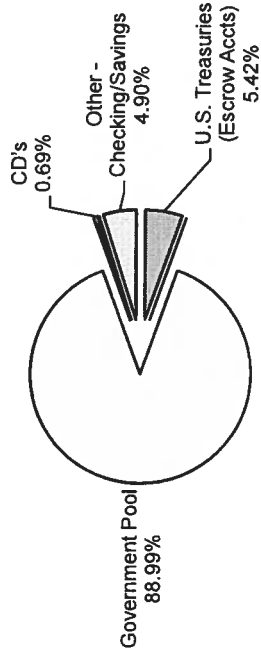
FOR THE FOUR-MONTH PERIOD ENDED OCTOBER 31, 2013

| | BUDGET FY14 | Oct-12 | Oct-13 | 2014 FY TO DATE | 2013 FY TO DATE | REMAINING BALANCE | SPENT % OF BUDGET | INCREASE (DECREASE) OVER 2008 | increase (decrease) % |
|--|------------------|---------------------------|----------------|--------------------|--------------------|----------------------|-------------------------|-------------------------------------|-----------------------------|
| OPERATING REVENUE | | | | | | | | | |
| Tap Water Revenues | \$15,500,000 | \$1,473,140 | \$1,400,989 | \$7,080,226 | \$6,959,403 | \$8,419,774 | 45.68% | \$120,823 | 1.74% |
| Penalties | 85,000 | 8,232 | 8,243 | 35,498 | 39,135 | 49,502 | 41.76% | -3,637 | -9.29% |
| Snow Canyon/Santa Clara | 100,000 | 16,362 | 13,989 | 72,917 | 75,096 | 27,083 | 72.92% | -2,179 | -2.90% |
| Snow Canyon/Ivins | 250,000 | 2,738 | 5,371 | 24,844 | 7,341 | 225,156 | 9.94% | 17,503 | 238.43% |
| Service Account - Labor | 75,000 | 14,167 | 24,203 | 98,400 | 56,992 | (23,400) | 131.20% | 41,408 | 72.66% |
| Federal Grants | 25,000 | | - | | | | | | |
| WCWCD Rent | 1,190,875 | 101,542 | 101,938 | 407,750 | 406,167 | 783,125 | 34.24% | 1,583 | 0.39% |
| | | | | | | | | | |
| | 17,225,875 | 1,616,181 | 1,554,713 | 7,719,635 | 7,544,134 | 9,481,240 | 44.81% | 175,501 | 2.33% |
| OPERATING EXPENSES | | | | | | | | | |
| Source of Supply | 5,284,094 | 526,694 | 500,997 | 2,915,675 | 2,948,099 | 2,368,419 | 55.18% | -32,424 | -1.10% |
| Irrigation | 631,227 | 39,696 | 46,282 | 163,830 | 143,258 | 467,397 | 25.95% | 20,572 | 14.36% |
| Transmission & Distribution | 3,405,860 | 273,823 | 322,730 | 1,199,005 | 1,069,042 | 2,206,855 | 35.20% | 129,963 | 12.16% |
| Shop Maintenance | 214,000 | 17,019 | 11,103 | 61,325 | 60,648 | 152,675 | 28.66% | 677 | 1.12% |
| Administrative & General Expenses | 2,251,013 | 152,588 | 162,553 | 629,850 | 621,170 | 1,621,163 | 27.98% | 8,680 | 1.40% |
| Bond Interest expense | 405,273 | 52,431 | 33,773 | 135,091 | 209,725 | 270,182 | 33.33% | -74,634 | -35.59% |
| Bond principal payments | 3,200,000 | 236,559 | 265,833 | 1,063,333 | 946,237 | 2,136,667 | 33.23% | 117,096 | 12.37% |
| | | | | | | | | | |
| | 15,391,467 | 1,298,810 | 1,343,271 | 6,168,109 | 5,998,179 | 9,223,358 | 40.07% | 169,930 | 2.83% |
| Operating Income (Loss) | 1,834,408 | 317,371 | 211,442 | 1,551,526 | 1,545,955 | 257,882 | 84.58% | 5,571 | |
| NON-OPERATING REVENUE(EXPENSES) | | | | | | | | | |
| Interest Earnings | 10,000 | 761 | 430 | 1,376 | 1,423 | 8,624 | 13.76% | -47 | -3.30% |
| Impact & Connection Fees | 800,000 | 81,049 | 123,082 | 470,911 | 310,540 | 329,089 | 58.86% | 160,371 | 51.94% |
| Transfers from other funds | | - | - | | | | #DIV/0! | 0 | #DIV/0! |
| Property Sales & Other misc income | | 7,920 | | 185 | 20,655 | (185) | 0.00% | -20,470 | -99.10% |
| Sale of bonds/Grants received | | - | - | | | | | | |
| Capital Improvements | | | | | | | | | |
| Source of Supply | (75,000) | - | - | | (6,468) | (75,000) | 0.00% | -6,468 | 100.00% |
| Irrigation | (351,533) | (18,050) | (6,319) | (20,351) | (26,171) | (331,182) | 5.79% | 5,820 | -22.24% |
| Transmission & Distribution | (2,199,860) | (96,012) | (73,345) | (365,127) | (317,602) | (1,834,733) | 16.60% | 47,525 | -14.96% |
| Shop Maintenance | | | | | (1,739) | | #DIV/0! | -1,739 | 100.00% |
| Administrative & General Expenses | (4,000) | - | (1,350) | (1,350) | | (2,650) | 0.00% | 1,350 | #DIV/0! |
| | | | | | | | | | |
| | (1,820,393) | (24,332) | 42,498 | 85,844 | (19,362) | (1,906,037) | n/a | -105,006 | |
| Total Non-Operating Revenue(Expenses) | | | | | | | | | |
| | \$14,015 | \$293,039 | \$253,940 | \$1,637,170 | \$1,526,593 | (\$1,648,155) | n/a | \$110,577 | 7.24% |
| NET INCOME (LOSS) | | | | | | | | | |
| | | | | | | | | | |
| cash balance at October 31, 2013 | \$924,545.61 | cash bal. at Oct 31, 2012 | \$1,346,601.61 | | | | | | |

City of St George
DEPOSITS AND INVESTMENTS
10/31/2013

| Portfolio Composition | Amount | Percentage |
|--------------------------------|----------------------|-------------------|
| <i>Investments by Type:</i> | | |
| U.S. Treasuries (Escrow Accts) | 3,732,672.37 | 5.42% |
| Agencies | - | 0.00% |
| Government Pool | 61,292,381.38 | 88.99% |
| Mutual Funds | - | 0.00% |
| CD's | 475,982.96 | 0.69% |
| Banker Acceptance | - | 0.00% |
| Repos | - | 0.00% |
| Other - Checking/Savings | 3,374,043.26 | 4.90% |
| Total | 68,875,079.97 | 100.00% |

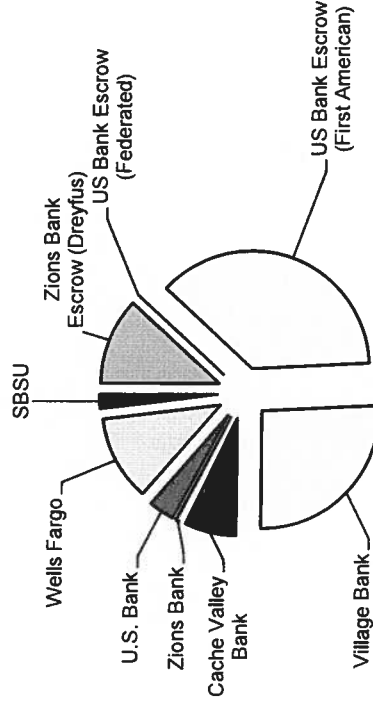
Investments by Type



Investments by Issuer:

| | | |
|---------------------------------|----------------------|----------------|
| UPTIF (State Pool) | 61,292,381.38 | 88.99% |
| Zions Bank Escrow (Dreyfus) | 904,265.40 | 1.31% |
| US Bank Escrow (Federated) | - | 0.00% |
| US Bank Escrow (First American) | 2,828,406.97 | 4.11% |
| Village Bank | 1,964,857.69 | 2.85% |
| Cache Valley Bank | 538,322.38 | 0.78% |
| Zions Bank | 45,624.30 | 0.07% |
| U.S. Bank | 267,980.04 | 0.39% |
| Wells Fargo | 885,195.17 | 1.29% |
| SBSU | 148,046.64 | 0.21% |
| Total | 68,875,079.97 | 100.00% |

Investments by Issuer (excluding UPTIF 88.99%)



Portfolios Weighted Average Maturity on 10/31/2013 61.62 days

Portfolios Weighted Average Rate on 10/31/2013 0.46%

City of St. George
DEPOSITS AND INVESTMENTS
10/31/2013

| Name of Bank | Type of Account | Rate** | Due Date or Maturity | Purchase Date | Face Amount (Bank Balance) | Average Days to Maturity* | Held at or s/k Location | Current Market Value | Investment Type | Issuer | Fund that money or investment is assigned to |
|-------------------|--|--------|-------------------------|------------------|-------------------------------|---------------------------------|-------------------------------|----------------------------|--------------------|----------------|---|
| Zion's FNB | Money Market | 0.1500 | 10/31/13 | 10/01/13 | 45,624.30 | 1 | Zion's | 1.00 | Other | Zions | General |
| Wells Fargo Bank | Money Market | 0.0100 | 10/31/13 | 10/01/13 | 885,195.17 | 1 | WFB | 1.00 | Other | WFB | General |
| U.S. Bank | Checking - Utilities | 0.0100 | 10/31/13 | 10/01/13 | 68,825.72 | 1 | US Bank | n/a | Other | USB | General |
| St. Bank So. Ut. | Checking | 0.4000 | 10/31/13 | 10/01/13 | 148,046.64 | 1 | SBSU | n/a | Other | SBSU | General |
| Cache Valley Bank | T C D | 0.6500 | 03/19/14 | 03/19/13 | 475,982.96 | Q | CVB | 1.00 | CD's | Cache Valley | General |
| Village Bank | Checking - General | - | 10/31/13 | 10/01/13 | 1,964,857.69 | 1 | VB | n/a | Other | Village | General |
| Village Bank | Checking - Utilities & Payroll | - | 10/31/13 | 10/01/13 | - | 1 | VB | n/a | Other | Village | General |
| Cache Valley Bank | Checking | 0.2500 | 10/31/13 | 10/01/13 | 62,339.42 | 1 | CVB | n/a | Other | Cache Valley | General |
| State Treasurer | PTIF - 0167 General Account | 0.5143 | 10/31/13 | 10/01/13 | 58,912,917.64 | 65 | UPTIF | 1.00 | Govt. Pool | UPTIF | General, Water, Elec, Swr, Self Ins |
| State Treasurer | PTIF - 0983 Performance Bond | 0.5143 | 10/31/13 | 10/01/13 | 139,303.76 | 65 | UPTIF | 1.00 | Govt. Pool | UPTIF | General (Performance Bonds) |
| State Treasurer | PTIF - 2037 Community Arts | 0.5143 | 10/31/13 | 10/01/13 | 15,629.56 | 65 | UPTIF | 1.00 | Govt. Pool | UPTIF | Arts Commission |
| State Treasurer | PTIF - 2038 Community Arts Interest | 0.5143 | 10/31/13 | 10/01/13 | 98.85 | 65 | UPTIF | 1.00 | Govt. Pool | UPTIF | Arts Commission |
| State Treasurer | PTIF - 5033 Retainage | 0.5143 | 10/31/13 | 10/01/13 | 53,611.33 | 65 | UPTIF | 1.00 | Govt. Pool | UPTIF | Various (Retainage Held) |
| State Treasurer | PTIF - 5178 New PD Task Force Seizure | 0.5143 | 10/31/13 | 10/01/13 | 81,207.16 | 65 | UPTIF | 1.00 | Govt. Pool | UPTIF | General |
| State Treasurer | PTIF - 5189 UDOT SIB Loan | 0.5143 | 10/31/13 | 10/01/13 | 131.36 | 65 | UPTIF | 1.00 | Govt. Pool | UPTIF | General |
| State Treasurer | PTIF - 5737 Warranty Deposits | 0.5143 | 10/31/13 | 10/01/13 | 640,924.16 | 65 | UPTIF | 1.00 | Govt. Pool | UPTIF | General |
| U.S. Bank | Sales Tax Revenue Refunding 2009 Bond | 0.0200 | 10/31/13 | 10/01/13 | 2,828,391.84 | 50 | US Bank | 1.00 | U.S. Treasuries | F.Am. Prime Ob | Sales Tax Bond Fund |
| U.S. Bank | MBA Lease Rev Bonds 1998 | - | 10/31/13 | 10/01/13 | - | 48.8 | US Bank | 1.00 | U.S. Treasuries | Fed Auto Gov | General |
| U.S. Bank | Electric Revenue Bonds 2008 Bond | - | 10/31/13 | 10/01/13 | - | 52 | US Bank | 1.00 | U.S. Treasuries | F.Am. Treas | Electric |
| U.S. Bank | Electric Revenue Bonds 2005 Bond | 0.0100 | 10/31/13 | 10/01/13 | 15.13 | 52 | US Bank | 1.00 | U.S. Treasuries | F.Am. Gov | Electric |
| U.S. Bank | Excise Tax Rev Bonds 2009A & B Bond | 0.5143 | 10/31/13 | 10/01/13 | 105.29 | 65 | US Bank | 1.00 | Govt. Pool | UPTIF | General (Airport) |
| U.S. Bank | Excise Tax Rev Bonds 2009A & B Reserve | 0.5143 | 10/31/13 | 10/01/13 | 335,296.74 | 65 | US Bank | 1.00 | Govt. Pool | UPTIF | General |
| U.S. Bank | Sales Tax Rev Refunding Ser 2011 Bond | 0.0400 | 10/31/13 | 10/01/13 | 199,154.32 | 1 | US Bank | 1.00 | Other | USB Mmkt | Sales Tax Bond Fund |
| Zion's FNB | St George Water Rev Ref 2012 Bond Fund | 0.0100 | 10/31/13 | 10/01/13 | 41,462.07 | 54 | Zion's | 1.00 | U.S. Treasuries | Dreyfus | Water |
| Zion's FNB | St George Water Rev Ref 2012 Bond Fund | 0.5143 | 10/31/13 | 10/01/13 | - | 65 | Zion's | 1.00 | Govt. Pool | UPTIF | Water |
| Zion's FNB | Water Rev Ref 2013 COI | 0.5143 | 10/31/13 | 10/01/13 | 0.01 | 65 | Zion's | 1.00 | Govt. Pool | UPTIF | Water |
| Zion's FNB | Water Rev Ref 2013 Bond | 0.5143 | 10/31/13 | 10/01/13 | 31.23 | 65 | Zion's | 1.00 | Govt. Pool | UPTIF | Water |
| Zion's FNB | SID 99-3 2003 Bond Fund | 0.5143 | 10/31/13 | 10/01/13 | - | 65 | Zion's | 1.00 | Govt. Pool | UPTIF | Water |
| Zion's FNB | Excise Tax 2003 Bond | 0.5143 | 10/31/13 | 10/01/13 | 7.41 | 65 | Zion's | 1.00 | Govt. Pool | UPTIF | Special Improvement Fund |
| Zion's FNB | GO Ref Bond, Ser 2010 BF | 0.5143 | 10/31/13 | 10/01/13 | 79.09 | 65 | Zion's | 1.00 | Govt. Pool | UPTIF | General |
| Zion's FNB | UWFA Water Rev 2004A Bond | 0.5143 | 10/31/13 | 10/01/13 | 702,477.29 | 65 | Zion's | 1.00 | Govt. Pool | UPTIF | Various |
| Zion's FNB | UWFA Sewer 2004A Bond Fund | 0.5143 | 10/31/13 | 10/01/13 | 410,560.50 | 65 | Zion's | 1.00 | Govt. Pool | UPTIF | Water |
| Zion's FNB | Bond accts - temp SID & misc. | 0.5143 | 10/31/13 | 10/01/13 | - | 65 | Zion's | 1.00 | Govt. Pool | UPTIF | Wastewater |
| Zion's FNB | Swr Rev 93B Reserve | 0.0100 | 10/31/13 | 10/01/13 | 279,887.89 | 54 | Zion's | 1.00 | U.S. Treasuries | Dreyfus | Wastewater |
| Zion's FNB | Swr 88A & 93B Bond R&R | 0.0100 | 10/31/13 | 10/01/13 | - | 54 | Zion's | 1.00 | U.S. Treasuries | Dreyfus | Wastewater |
| Zion's FNB | Swr Rev 1993 B Bond | 0.0100 | 10/31/13 | 10/01/13 | 225,405.46 | 54 | Zion's | 1.00 | U.S. Treasuries | Dreyfus | Wastewater |
| Zion's FNB | St George Water Rev Ref 2011 Bond | 0.0100 | 10/31/13 | 10/01/13 | 357,506.33 | 54 | Zion's | 1.00 | U.S. Treasuries | Dreyfus | Water |
| Zion's FNB | Parks 2004 G.O. Bond | 0.0100 | 10/31/13 | 10/01/13 | 3.65 | 54 | Zion's | 1.00 | U.S. Treasuries | Dreyfus | General |
| Zion's FNB | Bond accts - temp SID & misc. | 0.0100 | 10/31/13 | 10/01/13 | - | 54 | Zion's | 1.00 | U.S. Treasuries | Dreyfus | Various |
| | | | | | TOTAL = | | | | | | |
| | | | | | 68,875,079.97 | | | | | | |

* Average Days to Maturity updated monthly.

** Interest Rate updated monthly for bond escrow accounts.

DRAFTAgenda Item Number : **2A**

Request For Council Action

Date Submitted 2013-12-13 11:15:46

Applicant Courtney Stephens/ Keith Bacon

Quick Title Bid Award for Pipe Inspection Unit

Subject Purchase of 2014 Mainline Pipe Inspection Unit and Truck

Discussion This unit will be to replace the old system used by the wastewater department. The old unit will be kept as a backup unit that may be used by streets as needed.

Cost \$170,102.56

City Manager Recommendation Included in the current budget. Recommend approval.

Action Taken

Requested by Connie Hood

File Attachments

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments After thorough review with fleet and wastewater team, R.S. Technologies offered the best unit, warranty and buy back options. Although not initially the low bid, considering the cost of the 5 year extended warranty and the 35% 5 year guaranteed buyback option this supplier offered the best value with a bid that was still under budget and within 14 1/2 % of the low bid. best fit of specifications and

Bid Review of Bid # 100713- Pipe Inspection Unit

| <u>Supplier</u> | <u>Unit Base Cost</u> | <u>Software Addendum</u> | <u>Extended Warranty</u> | <u>5 year Buyback</u> | <u>Final Cost</u> |
|------------------------|-----------------------|------------------------------------|----------------------------|-----------------------|-------------------|
| R.S. Technical Service | \$137,137.58 | \$23,109.98 | \$9,855.00 | Yes 35% (\$51,447.40) | \$170,102.56 |
| IBAK | \$200,561.00 | Included | \$3,000 + \$4,500 training | Not Offered | \$208,061.00 |
| Cobra Technologies | \$148,123.00 | Software included but not training | Not Offered | Not Offered | \$148,123.00 |

Leadtime is 120 - 130 days after receipt of order (May timeframe)

DRAFTAgenda Item Number : **2B**

Request For Council Action

Date Submitted 2013-12-11 15:12:03**Applicant** Courtney. Stephens**Quick Title** Professional Service Contract Award**Subject** Professional Services agreement with CRSA for Master Plan (Site review)for Fleet**Discussion** This is for master plan site review for the Fleet facility. There are some time restraints with CRSA and the scope of work requires 75 days to complete We would like it to be completed by the end of February.**Cost** \$25,000 (NTE)**City Manager Recommendation** Review of the Automotive Services facility and layout for future additions. We have funds budgeted for an upgrade of the fueling (tanks) but would like to delay that project until this plan is completed to make sure we put it in the right place and determine where future additions will go.**Action Taken****Requested by** Connie Hood**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments** The agreement is being drafted by legal department and will be completed by the 18th of December.

DRAFTAgenda Item Number : **2C**

Request For Council Action

Date Submitted 2013-11-21 11:09:45**Applicant** Cameron Cutler**Quick Title** Mall Drive Bridge Construction**Subject** Consider approval of a contract with Wadsworth Brothers Construction to built the Mall Drive Bridge.

Discussion Bids were opened on October 15th for the Mall Drive Bridge Project. This project consists of the bridge construction without the connecting roadways. The roadway construction will be bid separately. The bid also consisted of a base bid for the bridge and an alternative aesthetic option including painting/staining and concrete form liners. Several contractors bid on the project (8 bidders total). The total bid amounts ranged from \$7,449,582.90 to \$13,089,962.40. The 4 lowest bids were within approximately \$810,000 (10%) of each other. It is recommended to award the bid to Wadsworth Brothers. Their base bid amount is \$7,404,582.90. Additional aesthetic treatments are available at a cost of \$45,000.00 which would result in a total bid amount of \$7,449,582.90.

Cost \$

City Manager Recommendation Recommend approval of this bid from Wadsworth. May need to discuss ramifications and risk if biological opinion is not received by next week.

Action Taken**Requested by** Larry H. Bulloch**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

DRAFTAgenda Item Number : **2D**

Request For Council Action

Date Submitted 2013-12-10 11:03:06**Applicant** Cameron Cutler**Quick Title** Mall Drive Bridge Access Road**Subject** Consider approval of an agreement with Horrocks Engineering to redesign Mall Drive from Riverside Dr. to 3000 East.**Discussion** Negotiations have been under way with the property owners on the north and south sides of the Mall Dr. Bridge to get the right-of-way and construct the connecting roads to the bridge. They have agreed to cooperate in construction of a two lane road. Horrocks has previously designed a five lane road, so this contract is to modify their design to a two lane road.**Cost** \$138,820**City Manager Recommendation** Need to get the roadways connecting the Mall Drive bridge designed and ready to bid. Recommend approval.**Action Taken****Requested by** Larry Bulloch**File Attachments** [Horrocks, Mall Drive Bridge Road Redesign.pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** [Horrocks, Mall Drive Bridge Road Redesign.pdf](#)

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2013, by and between the City of St. George, a municipal corporation, with offices at 175 East 200 North, St. George, Utah 84770 (hereinafter called the "CITY"), and Horrocks Engineers, with offices at 555 S. Bluff Street, Suite 101, St. George, Utah 84770 (hereinafter called "CONSULTANT").

WITNESSETH THAT:

WHEREAS, CITY desires professional services to be performed and has solicited CONSULTANT to provide design engineering services including a complete set of plans and bid documents for the Mall Drive Roadway Design and Construction Management Project (hereinafter called the PROJECT); and

WHEREAS, CONSULTANT has submitted a proposal dated November 20, 2013, which outlines the scope of work for the PROJECT; and

WHEREAS, CITY selected CONSULTANT to perform the services for the PROJECT;

NOW, THEREFORE, for the consideration hereinafter set forth, the parties hereto do mutually agree as follows:

1. **EMPLOYMENT OF CONSULTANT**

- a. CONSULTANT is a professional engineer licensed by the State of Utah and the City of St. George. CONSULTANT has all licenses, permits, and approvals that are legally required for CONSULTANT to practice its profession and shall keep them in effect at all times during the term of this Agreement.
- b. CONSULTANT states that it has the necessary knowledge, experience, abilities, skills and resources to perform its obligations under this Agreement, and agrees to perform its obligations under this Agreement in a professional manner, consistent with prevailing industry standards and practices as observed by competent practitioners of the profession in which CONSULTANT and its subcontractors or agents are engaged.
- c. CONSULTANT certifies that it does not and will not during the performance of this contract knowingly employ, or subcontract with any entity which employs workers in violation of 8 USC § 1324a. CONSULTANT agrees to require all subcontractors at the time they are hired for this project to sign a Certification of Legal Work Status and submit the Certification to CITY prior to any work being performed by the subcontractors. CONSULTANT agrees to produce, at CITY's request, documents to verify compliance with applicable State and Federal laws. If CONSULTANT knowingly employs workers or subcontractors in violation of 8 USC § 1324a, such violation shall be cause for unilateral cancellation of the contract between CONSULTANT and CITY. In addition, CONSULTANT may be suspended from participating in future projects with CITY for a period of one (1) year. In the event this contract is terminated due to a violation of 8 USC § 1324a by CONSULTANT or a subcontractor of CONSULTANT, CONSULTANT shall be liable for any and

all costs associated with such termination, including, but not limited to, any damages incurred by CITY as well as attorney fees. For purposes of compliance, CITY requires CONSULTANT and subcontractors to use E-Verify or other federally accepted forms of verification to verify the employment eligibility of all employees as allowed by law and the E-Verify procedures. CONSULTANT and subcontractors must maintain authorized documentation of the verification.

- d. CONSULTANT shall not, either during or after the term of this Agreement, make public any reports or articles, or dispose to any third party any confidential information relative to the work of City or the operations or procedures of CITY without the prior written consent of CITY.
- e. CONSULTANT further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.
- f. CONSULTANT, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.
- g. CONSULTANT expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve CONSULTANT from any obligation to comply with all applicable requirements of CITY during the term of this Agreement including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of CITY, except as modified or waived in this Agreement.
- h. CONSULTANT shall comply with all applicable federal, state, and local laws, regulations, and ordinances that affect those employees or those engaged by CONSULTANT on the PROJECT, and will procure all necessary licenses, permits and insurance required.
- i. CITY acknowledges that CONSULTANT may employ various specialized subcontractors for up to 15% of the services provide herein. CONSULTANT shall give written notice to CITY at least seven (7) days prior to CONSULTANT's employment of the subcontractors to perform portions of the work provided for in this Agreement. It shall be solely CONSULTANT's responsibility to ensure that any of CONSULTANT's subcontractors perform in compliance with the terms of this Agreement. Subcontractors may not be changed without ten (10) days prior written notice to CITY.

2. **PROJECT SERVICES DESCRIPTION**

- a. CONSULTANT will provide the services covered by this Agreement as described in the attached Scope of Work (Exhibit A) which is made a part of this Agreement by this reference. CITY may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes increase or decrease the amount due under the Agreement, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.
- b. CONSULTANT shall furnish all of the material, supplies, tools, transportation, equipment, labor, subcontractor services and other services necessary for the completion of the work described in Exhibit A.
- c. CONSULTANT shall prepare plans and construction documents in compliance with all applicable requirements of federal, state, and local laws, codes, rules, regulations, ordinances, and standards.

3. **TERM OF AGREEMENT**

- a. This Agreement shall be effective as of the date executed by all parties and shall continue until services provided for this Agreement have been performed unless otherwise terminated as set forth in this Agreement.
- b. CONSULTANT agrees to perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the PROJECT. CONSULTANT shall perform the services in a timely manner according to the schedule approved by CITY, for a target date of completion set at October 1, 2014.
- c. CONSULTANT shall perform its services according to the schedule upon receipt of a written Notice to Proceed from CITY. CITY may authorize costs to be incurred prior to such written Notice to Proceed. In the event that performance of its services is delayed by causes beyond the reasonable control of CONSULTANT, and without the fault or negligence of CONSULTANT, the time for the performance of the services shall be equitably adjusted by written amendment to reflect the extent of such delay. CONSULTANT shall provide CITY with written notice of delay, including a description of the delay and the steps contemplated or actually taken by CONSULTANT to mitigate the effect of such delay.

4. **COMPENSATION**

For the performance of the services and completion of PROJECT set forth herein, CITY shall reimburse CONSULTANT as set out in the Contract Documents, not to exceed the amounts listed in Exhibit "A".

5. **INVOICING, PAYMENT, NOTICES**

- a. CONSULTANT shall submit invoices, no more frequently than monthly, for the services rendered during the preceding period; invoices shall describe the services performed, list all subcontractor's used and the amount owed or paid to them, list all suppliers used and the amount owed or paid to them, list the contract amount, list the current invoice amount based on percentage of task complete, list the previous invoice amount, list total invoices to date, and list the contract balance.
- b. In executing the request for payment, CONSULTANT shall attest that subcontractors involved with prior requests for payment have been paid, unless CONSULTANT provides a detailed explanation why such payments have not occurred. CONSULTANT shall require each subcontractor to sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status at the time subcontractor is paid and shall provide a copy of the both documents to CITY. CONSULTANT shall also sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status and submit them with each request for payment.
- c. A "Waiver and Release Upon Final Payment" signed by CONSULTANT attesting that all subcontractors, laborers and material suppliers involved with prior requests for payment have been paid, and that all subcontractors, laborers and material suppliers upon which the final payment is based will be paid immediately unless CONSULTANT provides a detailed explanation why such payments have not occurred or will not occur. CONSULTANT shall also require each subcontractor to

sign a "Waiver and Release Upon Final Payment" and a Certificate of Legal Work Status at the time subcontractor is paid its final payment and shall provide a copy of both documents to CITY.

- d. If such liens, claims, security interests or encumbrances remain unsatisfied after payments are made, CONSULTANT shall refund to CITY all money that CITY may be compelled to pay in discharging such liens, including all costs and reasonable attorneys' fees.
- e. All invoices for reimbursable costs shall be taken from the books of account kept by CONSULTANT, and CONSULTANT shall maintain copies of payroll distribution, receipted bills and other documents. CITY shall have the right to review all books and records kept by CONSULTANT and any subcontractors concerning the operation and services performed under this Agreement.
- f. CITY shall withhold payment for any expenditure not substantiated by CONSULTANT'S or subcontractor's books and records.
- g. In the event CITY has made payment for expenditures that are not allowed, as determined by CITY'S audit, CONSULTANT shall reimburse CITY for the amount of the un-allowed expenditures. If additional money is owed to CONSULTANT, the reimbursement may be deducted from the additional money owed.
- h. CITY shall make no payment for any services not specified in this Agreement unless such additional services and the price thereof are agreed to in writing, prior to the time that such additional services are rendered.
- i. Invoices shall be paid to CONSULTANT within thirty (30) days of presentation to CITY.
- j. CITY may withhold 5% of billed amount as retention. Retention held shall be included in the final invoice after the contract is complete.

6. **CHARGES AND EXTRA SERVICE**

- a. CITY may make changes within the general scope of this Agreement. If CONSULTANT is of the opinion that a proposed change causes an increase or decrease in the cost and/or the time required for performance of this Agreement, CONSULTANT shall notify CITY of that fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Agreement accordingly. CONSULTANT may initiate such notification upon identifying conditions which may change the services agreed to on the effective date of this Agreement, as set forth in Exhibit "A". However, CONSULTANT represents that to the best of its knowledge that it is not aware of any such conditions on the date hereof. Any such notification must be provided within thirty (30) days from the date of receipt by that party of the other party's written notification of a proposed change.
- b. CITY may request CONSULTANT to perform extra services not covered by Exhibit "A", and CONSULTANT shall perform such extra services and will be compensated for such extra services when they are reduced to a writing mutually agreed to and signed by the parties hereto amending this Agreement accordingly.
- c. CITY shall not be liable for payment of any extra services nor shall CONSULTANT be obligated to perform any extra services except upon such written amendment.

7. **TO BE FURNISHED BY CITY**

Resources to be furnished by CITY to CONSULTANT, at no cost to CONSULTANT, consist of CITY staff assistance for oversight and meetings to help perform the services. CONSULTANT shall verify accuracy of provided information as defined in the CONSULTANTS Scope of Work.

8. **INSPECTIONS**

All work shall be subject to inspection and approval of CITY or its authorized representative.

9. **ACCURACY AND COMPLETENESS**

- a. CONSULTANT has total responsibility for the accuracy and completeness of its investigations, calculations, reports, plans and related designs, specifications and estimates prepared for the PROJECT and shall check all such material accordingly.
- b. The plans will be reviewed by CITY for conformity with PROJECT objectives and compliance with CITY Standards.
- c. Reviews by CITY do NOT include the detailed review or checking of major design components and related details or the accuracy with which such designs are depicted on the plans.
- d. The responsibility for accuracy and completeness remains solely with CONSULTANT and shall be performed consistent with the standard of care.

10. **INDEPENDENT CONTRACTOR**

- a. CITY retains and employs CONSULTANT, as an independent contractor, to act for and represent it in all matters involved in the performance of services on the PROJECT, subject to the terms, conditions and stipulations as hereinafter stated.
- b. It is understood and agreed that CONSULTANT will provide the services without supervision from CITY. CONSULTANT is an independent contractor and is not an employee, officer, or agent of CITY for any purposes related to the performance of this Agreement and is not an employee of CITY and is not entitled to any benefits from CITY.
- c. Nothing in this agreement shall create nor be construed to constitute a partnership or joint venture between CONSULTANT and CITY.
- d. CONSULTANT is advised to obtain and maintain in effect during the term of this Agreement medical insurance and disability insurance for all related work performed under this Agreement.
- e. CONSULTANT acknowledges that CITY will not withhold any federal, state, or local taxes, including FICA, nor will CITY provide any unemployment compensation or worker's compensation coverage. As an independent contractor, CONSULTANT shall be responsible for all taxes, worker's compensation coverage and insurance coverage, and shall hold CITY harmless and indemnify CITY from and against any and all claims related to taxes, unemployment compensation, and worker's compensation.
- f. CONSULTANT shall secure, at its own expense all personnel required in performing the services under this Agreement. The employees of CONSULTANT shall not be considered to be the employees of CITY nor have any contractual relationship with CITY. CONSULTANT and its employees shall not hold themselves out as, nor claim

to be officers or employees of CITY by reason of this Agreement. The employees of CITY shall not be considered to be employees of CONSULTANT.

- g. Neither party has the right to bind or obligate the other in any way. CONSULTANT shall not use the name, trademarks, copyrighted materials, or any information related to this Agreement in any advertising or publicity without CITY'S prior written authorization.

11. **INSURANCE**

- a. **GENERAL:** CONSULTANT shall secure and maintain insurance as required by laws and regulations and the terms of this agreement to protect against any liability, loss or expense which occurs or arises as a result of the performance of the services provided pursuant to this agreement or as changed as provided herein. CONSULTANT'S insurer must be authorized to do business in Utah and must have an A.M. Best rating of A VIII or better at the time this contract is executed.
- b. **COMMENCEMENT OF WORK:** Neither CONSULTANT, his Suppliers nor any subcontractors shall enter the site of the work or commence work under this contract before CITY has received and accepted Certificate(s) of Insurance and Insurance Endorsements, and has issued the Notice to Proceed.
- c. **INSURANCE CERTIFICATES AND COVERAGE:** Insurance certificates shall be issued on all policies required under this contract and shall be signed by an authorized representative of the insurance company. The insurance certificate or the coverage required shall include the following:
 - i. The name and address of the insured.
 - ii. CITY shall be named as a Certificate Holder.
 - iii. CITY shall be named as an additional primary insured on the General Liability Certificate with CITY listed as non-contributory on the General Liability certificate.
 - iv. The location of the operations to which the insurance applies.
 - v. The number of the policy and the type or types of insurance in force thereunder on the date borne by the certificate.
 - vi. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by the certificate.
 - vii. A statement that all coverage is on an occurrence basis rather than a claims basis except for the Professional Errors and Omissions Malpractice Insurance coverage.
 - viii. A provision that the policy or policies will not be cancelled, denied renewal, or reduced in coverage until at least 30 days after written notice has been received by CITY.
 - ix. Name, address, and telephone number of the insurance company's agent of process in Utah.
 - x. Other information to demonstrate compliance with additional requirements stipulated for the various types of insurance coverage.
- d. **COMPENSATION INSURANCE:** CONSULTANT shall take out and maintain Worker's Compensation Insurance as required by the Labor Code for all its employees at the site of the work during the life of this contract. Coverage must be provided by a company authorized by the State of Utah to provide Worker's Compensation Insurance. The insurance shall include:

- i. Insurance certificates shall provide a waiver of subrogation by the carrier to Certificate Holder.
 - ii. CONSULTANT shall require each subcontractor to provide Workers Compensation Insurance for its employees unless such employees are covered by CONSULTANT.
 - iii. In the event any class of employees engaged in hazardous work under this contract is not protected by the Worker's Compensation Statute, CONSULTANT shall provide, and shall cause its subcontractors to provide, special insurance for the protection of such employees not otherwise protected.
- e. COMMERCIAL GENERAL LIABILITY INSURANCE:
 - i. CONSULTANT shall procure, and maintain commercial general liability insurance for the duration of the contract against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors. The insurance shall remain in effect during the term of this agreement and such that claims reported beyond the date of substantial completion of this agreement are covered and during the warranty period, to the extent that it relates to the activities covered by this Agreement, in such manner and amounts as set forth herein.
 - ii. The Insurance Endorsement shall evidence such provisions.
 - iii. The minimum commercial general liability insurance shall be as follows:
 - 1. Comprehensive general liability insurance for injuries, including accidental death, to any one person in any one occurrence in an amount not less than \$674,000 Dollars.
 - 2. Comprehensive general liability insurance for injuries, including accidental death, to two or more persons in any one occurrence in an amount not less than \$2,308,400 Dollars.
 - 3. Broad form property damage insurance in an amount not less than \$269,700 Dollars.
 - iv. Such policy shall include each of the following coverages:
 - 1. Comprehensive form.
 - 2. Premises - operations.
 - 3. Explosion and collapse hazard.
 - 4. Underground hazard.
 - 5. Product/completed operations hazard.
 - 6. Contractual insurance.
 - 7. Broad form property damage, including completed operations.
 - 8. Independent contractors for vicarious liability.
 - 9. Personal injury.
 - 10. Cross liability or severability of interest's clause shall be included unless a separate policy covering CITY is provided.
- f. PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:
 - i. CONSULTANT shall carry and maintain Professional Liability Errors and Omissions Insurance in an amount not less than \$2,000,000 Dollars for all work performed under this Agreement.
 - ii. CONSULTANT shall procure and maintain for the duration of the contract

insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors. With respect to General Liability, Professional liability coverage should be maintained for a minimum of five (5) years after contract completion.

iii. If Professional Liability coverages are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the policy must be submitted to CITY for review.

g. BUSINESS AUTOMOBILE COVERAGE:

- i. CONSULTANT shall carry and maintain business automobile insurance coverage on each vehicle used in the performance of the work in an amount not less than \$1,000,000 Dollars for one person and \$2,308,400 Dollars for more than one person and for property damage resulting from any one occurrence which may arise from the operations of CONSULTANT in performing the work.
- ii. Such business automobile insurance shall include each of the following types:
 1. Comprehensive form, including loading and unloading.
 2. Owned.
 3. Hired.
 4. Non-owned.

12. **INDEMNITY AND LIMITATION**

- a. CONSULTANT shall indemnify, defend, and hold harmless CITY, its elected officials, officers, employees, and representatives against any and all claims, suits, causes of action, demands, losses, costs, and damages and liability of every kind including but not limited to all fees and charges of attorneys and other professionals and all court or other dispute resolution costs for:
 - i. death or injuries to persons or for loss of or damage to property caused by, resulting from, or arising out of the intentional, reckless, negligent, or wrongful acts, errors or omissions, or other liability imposed by law of CONSULTANT, its officers, employees, agents, or representatives in the performance of services under this Agreement or any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work;
 - ii. CONSULTANT's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under the Agreement;
 - iii. claims by any employee of the CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, CONSULTANT'S indemnification obligation shall not be

limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

- b. CITY shall give CONSULTANT prompt written notice of any such claims or suits filed against CITY arising out of the services provided under this Agreement. CONSULTANT agrees to defend against any claims brought or actions filed against CITY arising out of the services provided under this Agreement, whether such claims or actions are rightfully or wrongfully brought or filed. In the case when a claim is brought or an action filed with respect to the subject of indemnity herein, CONSULTANT agrees that CITY may employ a separate attorney to appear and defend the claim or action on its own behalf at the expense of CONSULTANT. CONSULTANT shall be responsible for all costs associated with any claim, demand, action, suit or judgment including attorney fees for which they indemnify or defend CITY.
- c. The insurance requirements in this agreement shall not be construed as limiting CONSULTANT'S liability. Irrespective of the requirements for CONSULTANT to carry insurance as provided herein, insolvency, bankruptcy or failure of any insurance company to pay all claims accruing shall not be held to relieve CONSULTANT of any obligations under this agreement.

13. **DOCUMENTS**

- a. All data used in compiling CONSULTANT's work, and the results of any tests or surveys, as well as all photographs, drawings, electronically stored records of work performed, renderings, specifications, schedules, CONSULTANT's work, data processing output, computations, studies, audits, research, reports, models and other items of like kind prepared by CONSULTANT, and its employees, shall be the sole and exclusive property of CITY, and CITY shall own all intellectual property rights thereto whether the specific work project for which they are made is undertaken or not. CONSULTANT may retain reproducible copies of all of the foregoing documents for information and reference and customary marketing and public relations. The originals of all of the foregoing documents shall be delivered to CITY promptly upon completion thereof. This provision may be enforced by an order of specific performance and is independent of any other provision of this Agreement. Compliance by CONSULTANT with this paragraph shall be a condition precedent to CITY's obligation to make final payment to CONSULTANT. If CITY has specific requirements on the information and manner the documentation is collected, CITY shall provide those specifics to CONSULTANT in writing.
- b. Plans, specifications, maps and record drawings prepared or obtained under this Agreement shall be provided to CITY in a format approved by CITY which shall generally be a hard copy and an electronic copy, and shall become the property of CITY whether the work for which they are prepared is executed or not.
- c. The basic survey notes and sketches, charts, computations, and other data prepared under this Agreement shall be made available upon request to CITY without restriction or limitation on their use.
- d. CITY shall have the right to use reports, designs, details or products developed as part of this Agreement for purposes of maintenance, remodeling or reconstruction of

existing facilities or construction of new facilities without additional compensation to CONSULTANT or without restriction or limitation on its use even if documents are considered copyrighted material.

- e. CITY will hold harmless CONSULTANT for any use or reuse of these reports, designs, or details for purposes other than the project associated with this Agreement unless CITY obtains validation of that use or reuse from CONSULTANT.

14. **RECORDS**

- a. CONSULTANT shall maintain records, books, documents and other evidence directly pertinent to the performance of services under this Agreement in accordance with generally accepted accounting principles and practices.
- b. CONSULTANT agrees to keep proper books of records and accounts in which complete and correct entries will be made of payroll costs, travel, subsistence, and field expenses.
- c. Said books shall, at all times, be available for at least three (3) years after final payment for reasonable examination by CITY.

15. **TERMINATION**

- a. CITY may terminate this Agreement by providing fourteen (14) days written notice prior to the effective termination date to CONSULTANT.
- b. In the event of such termination, CITY shall pay CONSULTANT for all services actually rendered up to and including the date of termination.
- c. CONSULTANT shall deliver to CITY copies of all drawings, reports, analyses, documents and investigations, whether completed or not, that were prepared or were being prepared under the provisions of this Agreement.

16. **SUCCESSORS AND ASSIGNS**

CONSULTANT shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without the prior approval of CITY.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.

17. **CONFLICT OF INTEREST**

- a. CONSULTANT certifies that it has disclosed to CITY any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement.
- b. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop after the date of execution of this Agreement.
- c. CONSULTANT further agrees to complete any statements of economic interest required by either CITY ordinance or State law.

18. **NON WAIVER**

No failure or waiver or successive failures or waivers on the part of either party hereto, their successors or permittee assigns, in the enforcement of any condition, covenant, or

Article of this Agreement shall operate as a discharge of any such condition, covenant, or Article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.

19. **NOTIFICATION**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

CITY: City of St. George
175 East 200 North
St. George, Utah 84770
Attention: Larry Bulloch

CONSULTANT: Horrocks Engineers
555 S. Bluff, Suite 101
St. George, Utah 84770
Attention: Lee Cabell

20. **GOVERNING LAW AND VENUE**

This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction.

21. **LEGAL FEES.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fee, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney's fee including appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, court costs, and any other costs incurred in connection with such action.

22. **MODIFICATION OF AGREEMENT**

CITY specifically reserves the right to modify or amend this Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work. All modifications shall be in writing and executed by both parties. Each Work Order adopted under this Agreement shall incorporate the terms and conditions of this Agreement and shall constitute a modification to this contract. A Work Order may amend the terms and conditions of this Agreement only as they apply to that particular Work Order and shall not have any general effect on this Agreement.

23. **RESERVED LEGISLATIVE POWERS**

Nothing in this Agreement shall limit the future exercise of the police power by CITY in enacting zoning, subdivision, development, transportation, environment, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement, but which shall not be retroactively applied to or modify this Agreement.

24. **ASSIGNMENT**

Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned, sold, transferred or otherwise disposed of to any other party, individual or entity without assigning the rights and the responsibilities under this Agreement and without prior written consent of CITY, which consent shall not be unreasonably withheld.

25. **BINDING EFFECT**

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

26. **NO JOINT VENTURE, PARTNERSHIP OR THIRD PARTY RIGHTS**

It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

27. **INTEGRATION**

This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature between CITY and CONSULTANT and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this PROJECT.

28. **SEVERABILITY**

If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

29. **SURVIVAL**

It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.

30. **HEADINGS**

The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

31. **COUNTERPARTS**

This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.

32. **AUTHORIZATION**

The parties hereto have subscribed their names through their proper officers duly authorized as of the day and year first above written.

IN WITNESS WHEREOF, this Agreement has been executed by the CITY and CONSULTANT effective from the day and year first written above.

CITY: City of St. George

CONSULTANT: Horrocks Engineers

Daniel D. McArthur, Mayor

By: Lee Cabell, Principal

ATTEST:

Christina Fernandez, City Recorder

APPROVED AS TO FORM

Paula Houston, Deputy City Attorney

**Mall Drive; Riverside Drive to 3000 East
Design Services
Scope of Work**

The following scope of work is to perform engineering roadway design for the extension of Mall Drive from Riverside Dr to 3000 E across the Virgin River, minus the bridge which has already been designed. The design of a full width, 5-lane, 90' minor arterial roadway was designed previously and is anticipated as the ultimate configuration of the roadway. However, the current plan is to only construct 2-lanes between Riverside Dr and the Virgin River and 2-lanes between the Virgin River and 3000 E at this time. This requires a modification to the original, full width roadway design. We will use as much of the existing previous design information as possible to minimize the cost of the redesign and produce a set of construction plans, using SG City Specifications, that the City can utilize to acquire right-of-way and advertise the project.

PHASE 1 – DESIGN ENGINEERING

Assumptions:

The following key assumptions are pertinent to the proposed scope of work:

1. The roadway alignment will be shifted to the south where the canal is located. The canal is being moved as part of another project. A shift to the south of approximately 10'-20' will allow the roadway to line up better with Merrill Rd, create a better intersection at 3000 E, and reduce additional ROW impacts to Washington County School District property on the northeast quadrant of the intersection.
2. Two lanes of asphalt on the north side of the bridge (30' wide) and two lanes on the south (30') will be constructed.
4. The roadway will be designed to be centered along the alignment within the ultimate ROW.
5. No raised island, landscaped median will be designed.
6. No sidewalks will be designed.
7. The relocation of the Virgin River Trail under the new bridge was included as part of the bridge plans. There will be no provisions for additional trail work or connections to the roadway as part of this project, i.e. no trail design services are included.
8. No curb and gutter or underground storm drain systems will be designed. Underground culverts that may be needed to pass existing and future drainage under the roadway will be evaluated during roadway hydraulics task and included in the design as necessary.
9. Roadway borrow/cut ditches will be designed to capture roadway storm water runoff and carry it to the designated discharge locations. No detention or retention facilities will be designed or included in the project. No underground storm water drainage system will be designed.
10. No landscape design will be included.
11. Environmental clearances for the roadway are being obtained as part of the bridge project. No new or additional environmental work will be needed.
12. The roadway dedication plat previously prepared for the ultimate configuration will be modified to reflect the new alignment on the south. Any needed easements will also be prepared.
13. The City will be responsible for coordination with adjacent land owners throughout the duration of the project and for the acquisition of ROW needed for the project. We will only supply the necessary ROW instruments to support this activity and prepare a modified ROW dedication plat.

14. Water Services has indicated they would like to include the planned water and irrigation lines in the project. We will include these designs and track these costs as separate line items. No other utilities are planned to be included in the design. Also, no provisions for power or lighting will be designed at this time. The joint utility trench will also not be designed.
15. Geotechnical investigations have already been conducted and a pavement design prepared for the ultimate roadway. We will utilize this same pavement design for this project. Therefore, no geotechnical activities are included.
16. It is assumed that existing survey and utility information would make an appropriate base map. Minimal supplemental survey will be needed to investigate the alignment shift to the south. Otherwise, we will utilize previously collected topographical and survey data.
17. A traffic signal at the intersection of Riverside Dr and Mall Dr will be designed and installed. Signal poles and associated hardware will be located to match the ultimate build out configuration of the intersection. The intersection at 3000 E will be stop controlled with 3000 East being the through street.
18. No street lighting will be designed or installed at this time.

Task 1-1: Project Management

- **Project Meetings**
 1. Prepare for and conduct bi-weekly team/City meetings.
 2. Assume a total of 5-6 meetings with other city departments and/or stakeholders to coordinate project design.
- **Project Cost Estimates**
 1. Maintain a rolling cost estimate with monthly updates.
- **Project Management**
 1. Prepare monthly invoicing and budgeting reports.
 2. Provide written bi-weekly updates to the City on project status.

Task 1-2: Preliminary Design

- **Gather available data**
 1. All existing pertinent project information from the previous design project will be gathered and evaluated for suitability for the new design. The work will involve inventorying this data and evaluating if any of the current data needs to be updated in order to achieve the work.
- **Utility Coordination**
 1. Utility information base maps have been prepared. Coordination and verification of this information along with the new road alignment will need to be discussed with utility agencies.
 2. Contact each interested/involved utility company to inform them of new road alignment.
 3. Prepare for and attend two Joint Utility Committee meetings to notify utility providers of the project, the schedule and potential impacts and betterments. (Anticipated utility gas, power, irrigation, telephone and City).
 4. Adjust the design of the Water Services' irrigation and water lines as needed to include them in the project. Coordinate this effort between Public Works and Water Services. Track these costs as separate bid items.

- ***Right-of-way***
 1. Property ownership records for each parcel adjacent to the project limits have been researched and integrated into the base mapping. The new alignment may present new ROW ownership impacts, although they are not expected. The modified roadway dedication plat will reflect the new roadway alignment on the south side of the project.
 2. Compare former road alignment ROW requirements with new alignment ROW requirements.
 3. Update ROW base map to reflect new roadway alignment.
 4. Provide changes to ROW requirements for each property.
 5. Update roadway dedication plat to reflect new roadway design.
 6. Provide any needed temporary and permanent easements.
- ***Design Criteria***
 1. Evaluate roadway design criteria including drainage elements to determine if any changes are needed to accommodate the new roadway design.
- ***Determine Roadway Alignment***
 1. Using the topographic features, utility information, ROW information, design criteria, and structure crossing location, develop alignment and profile for the preferred alternative.
 2. The existing centerline alignment (horizontal and vertical) on the north side of the bridge will be maintained. On the south side of the bridge, the alignment (horizontal and vertical) will be modified to accommodate the canal redesign, new canal hydraulic grade line, and roadway shift to the south.
- ***Determine Roadway Hydraulics***
 1. Evaluate existing hydrologic design with new sideslopes, profile, and alignment to determine what accommodations will be needed and develop reduced size roadway flows.
 2. Incorporate area hydrologic analyses and hydraulic designs from adjacent 3000 E roadway and canal relocation projects.
 3. Perform limited hydraulic and hydrologic design to validate existing storm runoff and drainage plans.
 4. Verify planned drainage discharge locations from full roadway design layout are adequate/appropriate for new roadway design.
 5. Design roadside ditches and conveyance structures to deliver storm water runoff from the new roadway and bridge to the discharge locations. Assume this will primarily be a surface drainage system other than pipe culverts that may be needed to convey water from one side of the roadway to the other and/or to discharge locations.
- ***Submit 50% Preliminary Design Package and Hold Review Meeting***
 1. Assemble a 50% design package with preliminary plan sets, details, and an updated engineer's estimate.
 2. Distribute 50% plan set for review by the City.
 3. Hold a review meeting to receive comments.

Task 1-3: Final Design & Contract Documents

- ***Finalize Design Plans***
 1. Finalize the horizontal and vertical design and prepare the associated design plans for construction. Incorporate comments from the 50% review meeting. Final design will address:

- a. Survey control sheet.
 - b. Roadway plan and profile design sheets.
 - c. Typical sections.
 - d. Drainage plans including updated drainage report.
 - e. Signing and striping plans.
 - f. Traffic signal plans.
 - g. Maintenance of traffic plans.
 - h. Utility plans for the water and irrigation line.
 - i. Quantities and summary sheets.
- ***Prepare Specifications***
 1. Accompanying the final design plans will be all the specifications and special provisions consistent with SG City and APWA standards required for construction.
 - ***Prepare Engineer's Estimate***
 1. A final engineer's cost estimate will be prepared to accompany the final design plans and specifications.
 - ***Prepare and Submit Final Design Package and Attend Review Meeting***
 1. Assemble a final design package that will consist of all the plan sets, details, quantities, and engineers estimate.
 2. Distribute final plan set for review by the City.
 3. Hold a review meeting to receive comments.
 4. Distribute final plan set to Joint Utility Committee for their review and comments.
 - ***Prepare Advertising Plan Set***
 1. Incorporate any comments received from final review meeting and Joint Utility Committee.
 2. Prepare everything needed to advertise the project according to City standards. This will include the final design plans, specifications, engineer's estimate and all the bidding and contract documents for potential bidders. The end product will be a complete advertising package that the City can use to immediately advertise and construction the project.

Task 1-4: Bid & Award Process

- ***Pre-Bid Meeting***
 1. Attend the pre-bid meeting and assist the City in pre-bid activities including answering questions from bidders and issuing addenda should they be needed.
- ***Attend Bid Opening***
 1. Attend the bid opening and assist the City in evaluating the bids for completeness and adherence to the contract documents.
- ***Prepare Bid Tabulation***
 1. Prepare and submit a bid tabulation that includes a recommendation to the City for the award of the construction contract.

PHASE 2 – CONSTRUCTION ENGINEERING

The specific activities to be performed to support the construction of the project are as follows:

Task 2-1: Preconstruction

- ***Preconstruction Meeting***

1. Construction personnel review and become knowledgeable of the contract documents, plans and specifications.
2. Conduct a Pre-Construction Meeting with the Contractor and the City.

Task 2-2: Construction

- ***Construction Inspection and Documentation***

1. Conduct a weekly project update and coordination meeting to discuss the progress of the project, schedule, potential change orders, issues and 5 week look-ahead schedule.
2. Daily Inspection
 - a. Inspector Daily Report
 - i. Inspection activities include documenting and ensuring compliance with the contract requirements.
 - b. Material Tests and Documentation
 - i. No material will be incorporated in the project without certification or testing that assures materials meet minimum specifications.
 - ii. Landmark Testing will conduct needed materials testing.
 - c. Measurement of Quantities
 - i. Quantities will be measured daily with a contractors representative to ensure both the Contractor and the Engineer agree on quantities placed.
 - d. Traffic Control
 - i. Inspector will ensure the traffic control is set up in accordance to the approved traffic control plan.
 - e. Environmental Protection
 - i. Verify the SWPPP plan is being followed and that all BMP's are in place.
3. Project Accounting and Documentation
 - a. The majority of this work will be done by the City. Horrocks will assist as needed.
 - b. Review of Subcontracts to ensure all subcontractors working on the project have been approved to work on the project
 - c. Perform monthly process reviews of the project documentation to ensure all required material certification and submittals have been received and approved before monthly progress payments are made.
 - i. Verify quantities and review monthly pay estimates with the contractor.
 - ii. Process change order requests and recommend action.

Task 2-3: Project Finalization

- ***Project Acceptance and Closeout***

1. Substantial Completion
 - a. Upon substantial completion of the project, Horrocks will conduct, coordinate and notify in writing all interested parties to attend a final inspection. The attendees will include the City, Contractor, and Subcontractors. A punch list will be generated from the final inspection and the City and Contractor will agree on the time needed to complete the punch list.
2. Final Acceptance
 - a. Verify the punch list items of work have been completed.
 - b. Assist City in processing final payment to the contractor.
 - c. Submit all documentation and as-built drawings to the City.

HORROCKS ENGINEERS PROJECTED LABOR HOURS AND COSTS MALL DRIVE ROADWAY REDESIGN

November 20, 2013

| Description | Labor Cost | Total Hours | Principal Engineer/Project Manager | Senior Engineer P.E. | Assistant Engineer P.E. | Staff Engineer I, P.E. | Staff Engineer, P.E. | Staff Engineer, BT | Senior CAD Tech | CAD Technician | Landscape Surveyor | Field Inspector | Checker |
|--|------------------|--------------|------------------------------------|----------------------|-------------------------|------------------------|----------------------|--------------------|-----------------|----------------|--------------------|-----------------|-----------|
| PHASE 1 - DESIGN ENGINEERING | | | | | | | | | | | | | |
| Task 1.1: Project Management | | | | | | | | | | | | | |
| Project Meetings | | | | | | | | | | | | | |
| Prepare for and conduct bi-weekly team/City meetings | \$3,218 | 24 | 8 | 8 | 8 | | | | | | | | |
| City Department and stakeholder meetings | \$2,268 | 18 | 6 | 6 | 6 | | | | 3 | | | | |
| Project Cost Estimates | | | | | | | | | | | | | |
| Maintain a rolling cost estimate with monthly updates | \$1,680 | 14 | 2 | 2 | 2 | | 8 | | | | | | |
| Project Management | | | | | | | | | | | | | |
| Prepare monthly invoicing and budgeting reports | \$1,858 | 12 | 4 | 4 | 4 | | | | | | | | |
| Provide written bi-weekly updates to City on project status | \$1,112 | 8 | 4 | 4 | 4 | | | | | | | | |
| Subtotal Task 1.1 | \$8,334 | 76 | 24 | 24 | 24 | 13 | 8 | 8 | 3 | 0 | 0 | 0 | 0 |
| Task 1.2: Preliminary Design | | | | | | | | | | | | | |
| Obtain available data | | | | | | | | | | | | | |
| Gather all existing information from previous design | \$1,172 | 12 | 1 | | 2 | | 4 | | | 3 | 2 | | |
| Utility Coordination | | | | | | | | | | | | | |
| Identify all existing utility mapping for utility agency discussions | \$811 | 8 | 1 | 1 | 2 | | | | | 3 | 1 | | |
| Contact interested utility companies to inform them of new alignment | \$519 | 4 | | 4 | 2 | | | | | | | | |
| Prepare for and attend JUC meetings | \$849 | 8 | | 4 | | | | | 2 | | | | |
| Include design of Water Services water line and irrigation line | \$3,789 | 43 | 1 | 2 | 6 | 2 | | 12 | 10 | 10 | | | |
| Right-of-way | | | | | | | | | | | | | |
| Review existing ownership documents | \$102 | 1 | | | | | | | | | | | |
| Complete former alignment with new alignment | \$234 | 2 | | | 2 | | | | | | | | |
| Update ROW base map to reflect new roadway alignment | \$204 | 2 | | | | | | | | | | | |
| Provide changes to ROW requirements for each property | \$102 | 1 | | | | | | | | | | | |
| Update roadway dedication plat to reflect new roadway | \$231 | 2 | | 1 | | | | | | | | | |
| Design Criteria | | | | | | | | | | | | | |
| Evaluate roadway design criteria including roadway and drainage | \$169 | 5 | 1 | | 1 | 1 | 1 | 1 | | | | | |
| Determine Roadway Alignment | | | | | | | | | | | | | |
| Develop alignment and profile | \$5,065 | 57 | 1 | 2 | | 4 | 20 | | | 30 | | | |
| Determine Roadway Hydraulics | | | | | | | | | | | | | |
| Evaluate existing hydraulic design with new side slopes | \$1,173 | 11 | | 1 | 2 | 4 | | 4 | 2 | | | | |
| Incorporate area drainage projects into hydraulic design | \$839 | 4 | | 2 | | | | | | | | | |
| Perform hydraulic and hydrologic design | \$1,558 | 17 | | | 4 | | | 8 | 2 | | | | |
| Verify planned drainage discharge locations | \$678 | 6 | 1 | 1 | 2 | | | 2 | 2 | | | | |
| Design roadside slopes and conveyance structures | \$2,912 | 38 | | | 2 | | | 12 | 12 | 12 | | | |
| Submit 50% Preliminary Design Package, Hold Review Meeting | \$3,603 | 41 | 1 | 4 | 4 | 2 | 4 | 8 | 8 | 10 | | | 2 |
| Hold a review meeting to review comments | \$1,206 | 9 | | 3 | 3 | | | | | | | | |
| Subtotal Task 1.2 | \$25,297 | 271 | 12 | 23 | 38 | 15 | 28 | 43 | 71 | 38 | 10 | 0 | 2 |
| Task 1.3: Final Design & Contract Documents | | | | | | | | | | | | | |
| Finalize Design Plans | | | | | | | | | | | | | |
| Finalize design plans | \$20,778 | 222 | 4 | 8 | 40 | 20 | 40 | 50 | 40 | 40 | | | |
| Prepare Specifications and Special Provisions | \$2,487 | 23 | 1 | 8 | | | 8 | 6 | | | | | |
| Prepare Engineer's Estimate | | | | | | | | | | | | | |
| Prepare Engineer's Estimate | \$666 | 6 | 1 | 1 | | | 4 | | | | | | |
| Submit Final Design Package and Attend Review Meeting | | | | | | | | | | | | | |
| Assemble final design package | \$4,680 | 50 | 1 | 3 | 8 | 2 | 4 | 8 | 8 | | | | 2 |
| Hold a review meeting to review comments | \$1,206 | 9 | | 3 | 3 | | | | | | | | |
| Distribute final plan set to JUC for their review and comments | \$356 | 4 | | 2 | | | | | | | | | 2 |
| Prepare Advertising Plan Set | | | | | | | | | | | | | |
| Incorporate any comments into final plan set | \$2,164 | 22 | | 2 | 6 | 4 | | 4 | | 8 | | | |
| Prepare advertising plan set | \$1,554 | 14 | 2 | 4 | 4 | | | | | 4 | | | |
| Subtotal Task 1.3 | \$32,161 | 339 | 13 | 31 | 58 | 26 | 54 | 68 | 68 | 58 | 0 | 0 | 4 |
| Task 1.4: Bid & Award Process | | | | | | | | | | | | | |
| Pre-Bid Meeting | | | | | | | | | | | | | |
| Attend pre-bid meeting | \$750 | 6 | 2 | 2 | | | 2 | | | | | | |
| Attend Bid Opening | | | | | | | | | | | | | |
| Attend Bid Opening | \$268 | 2 | | 2 | | | | | | | | | |
| Prepare Bid Tabulation | | | | | | | | | | | | | |
| Prepare bid tabulations | \$478 | 4 | | 2 | | | | 2 | | | | | |
| Subtotal Task 1.4 | \$1,496 | 12 | 2 | 8 | 0 | 0 | 2 | 2 | 0 | 0 | 0 | 0 | 0 |
| Phase 1 Labor Total: | \$68,648 | 689 | 30 | 68 | 102 | 39 | 95 | 91 | 120 | 98 | 10 | 0 | 6 |
| PHASE 2 - CONSTRUCTION ENGINEERING | | | | | | | | | | | | | |
| Task 2.1: Preconstruction | | | | | | | | | | | | | |
| Preconstruction Meeting | | | | | | | | | | | | | |
| Construction staff to become knowledgeable with project | \$1,178 | 18 | | | | | 8 | | | | | 5 | |
| Conduct Pre-Construction meeting with the City | \$1,298 | 14 | | 4 | | | 6 | | | | | 4 | |
| Subtotal Task 2.1 | \$2,474 | 32 | 0 | 4 | 0 | 0 | 14 | 0 | 0 | 0 | 0 | 9 | 0 |
| Task 2.2: Construction | | | | | | | | | | | | | |
| Construction Inspection and Documentation | | | | | | | | | | | | | |
| Conduct weekly project coordination meeting | \$1,420 | 12 | 4 | 4 | | | | | | | 4 | | |
| Perform daily inspection | \$28,545 | 363 | | | | | 175 | | | | 16 | 240 | 12 |
| Perform project accounting and documentation | \$6,780 | 120 | | | | | 60 | | | | 40 | | |
| Subtotal Task 2.2 | \$37,835 | 435 | 4 | 4 | 0 | 0 | 285 | 0 | 0 | 0 | 20 | 280 | 12 |
| Task 2.3: PROJECT FINALIZATION | | | | | | | | | | | | | |
| Project Acceptance and Closeout | | | | | | | | | | | | | |
| Substantial Completion | \$4,072 | 42 | | 8 | 4 | | 20 | | | | 2 | 8 | |
| Final Acceptance | \$2,858 | 30 | | 8 | 4 | | 10 | | | | | 6 | |
| Subtotal Task 2.3 | \$6,930 | 72 | 0 | 16 | 8 | 0 | 30 | 0 | 0 | 0 | 2 | 14 | 0 |
| Phase 2 Labor Total: | \$47,669 | 627 | 4 | 24 | 8 | 0 | 348 | 0 | 0 | 0 | 22 | 308 | 12 |
| Total Labor | \$115,717 | 1,316 | 34 | 112 | 110 | 39 | 344 | 91 | 120 | 98 | 32 | 308 | 18 |

Total Costs: \$115,717
Direct Costs: \$23,103

Direct Costs:

Mileage (\$0.63/mile) & Subsistence (1% of labor)
Subcontractor (Landmark Testing)
Subcontractor (RBS Surveying)
Subtotal

\$4,817
\$10,000
\$8,286
\$23,103

Total Cost Estimate: \$138,820
North side (45%): \$62,469
South side (55%): \$76,351

Notes: Assuming 2 months of design work
and 3 months (480 hours, assuming 40 hours/week) for construction

DRAFTAgenda Item Number : **2E**

Request For Council Action

Date Submitted 2013-12-10 09:16:00**Applicant** Al Woodcock/Dennis Jorgensen**Quick Title** Formal Bid Award**Subject** Substation from River Road to Green Valley OPGW Connecting Supplies**Discussion** These are the items needed to run the lines for Substation from River Road to Green Valley. Formal bid request resulted in 6 suppliers responding to the bid and Codale (local supplier) submitting a bid within 5% of low bidder (non-local). Codale has agreed to match the low bid.**Cost** \$166,991.30**City Manager Recommendation** Recommend approval to Codale matching the low bid from non local vendor as their bid was within 5%.**Action Taken****Requested by** Connie Hood**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments** Lead time on these items is approx. 16 weeks

| Bid # 13-0038 OPGW FIBER | | | | | | |
|--|-----------------------|--------------------------|------------------------|---------------------|-----------------------|---------------------|
| <u>ITEM/DESCRIPTION</u> | <u>Northern Power</u> | <u>Aprisa Technology</u> | <u>Power & Tel</u> | <u>HD Supply</u> | <u>Globe Electric</u> | <u>Codale</u> |
| 1000 - METERS OPGW FIBER SMF - 144 | \$15,050.00 | \$11,980.00 | \$14,500.00 | \$10,895.00 | \$10,850.00 | \$10,874.00 |
| 13050 - METERS " " SMF -96 CUT (LOT) | \$122,670.00 | \$121,887.00 | \$118,102.50 | \$111,642.75 | \$110,272.50 | \$110,546.55 |
| 51 - DEADEND SHOES | \$13,671.06 | \$14,898.12 | \$13,770.00 | \$12,954.00 | \$12,631.68 | \$12,663.61 |
| 134 - SUSPENSION ASSEMBLY | \$10,035.26 | \$10,935.74 | \$10,117.00 | \$9,514.00 | \$9,272.80 | \$9,295.45 |
| 10 - SPLICE BOX | \$7,911.60 | \$8,621.90 | \$7,900.00 | \$7,490.00 | \$7,310.00 | \$7,328.64 |
| 2 - OPTI-GARD SPLICE ENCLOSURE | \$1,033.24 | \$1,126.00 | \$1,030.00 | \$978.00 | \$954.00 | \$957.10 |
| 2 - GARD BULLET GARD | \$1,735.74 | \$1,891.56 | \$1,740.00 | \$1,642.00 | \$1,600.00 | \$1,607.83 |
| 11- EXTERNAL COIL BRACKET | \$3,093.48 | \$3,090.12 | \$2,860.00 | \$2,684.00 | \$2,618.00 | \$2,626.69 |
| 134 - Y CLEVISE EYE 90 DEG 24" 3000 LBS. | \$2,564.76 | \$2,793.90 | \$2,546.00 | \$2,445.50 | \$2,369.12 | \$2,375.42 |
| 160 - BOLT GROUND CLAMP | \$2,657.60 | \$2,894.40 | \$2,656.00 | \$2,520.00 | \$2,454.40 | \$2,460.64 |
| 4 - SPLICE TRAYS | \$113.52 | \$123.68 | \$114.00 | \$107.40 | \$104.80 | \$105.14 |
| 160 - VIBRATION DAMPERS | \$5,526.40 | \$6,020.80 | \$5,560.00 | \$5,240.00 | \$5,104.00 | \$5,118.40 |
| 23 - CONNECTION KIT'S OPGW | \$1,147.62 | \$1,577.34 | \$1,437.50 | \$1,369.65 | \$1,334.00 | \$1,340.79 |
| 2 - CONNECTOR KITS FOR 288 OUTSIDE FIB | \$125.88 | \$137.16 | \$125.00 | \$119.10 | \$116.00 | \$116.59 |
| TOTALS | \$187,336.16 | \$187,977.72 | \$182,458.00 | \$169,601.40 | \$166,991.30 | \$167,416.85 |
| | | | | 5% | 175340.87 | Codale w/ 5% |

DRAFTAgenda Item Number : **2F**

Request For Council Action

Date Submitted 2013-12-10 08:49:52**Applicant** Courtney Stephens**Quick Title** Professional Services Award**Subject** Professional Services Contract with JBR for Environmental Remediation at WWTP**Discussion** This is a ongoing contract of the Environnetal and Spill Remediation at Waste Water Treatment Plants SVE system This contract and cost estimates are for 2014.**Cost** \$34,330.00 - 36,150.00**City Manager Recommendation** Annual contract to monitor the remediation project at the Wastewater Treatment facility. Recommend approval as it is required per our agreement with the State.**Action Taken****Requested by** Connie Hood**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments** The next UDEQ/UDAQ sampling events scheduled per the scope of work is in February 2014



creating solutions for today's environment

JBR Environmental Consultants, Inc.

Corporate Headquarters

8160 S. Highland Dr

Sandy, Utah 84093

[p] 801.943.4144

[f] 801.942.1852

www.jbrenv.com

October 17, 2013

Mr. Courtney Stephens
St. George City Fleet Manager
931 Redhill Parkway
St. George, UT 84770

RE: *Cost Estimate for*

- Conduct SVE Off-Gas Sampling/UDAQ Reporting During February and August 2014;
- Conduct Three (3) Routine Ground Water Sampling/Reporting Events to UDEQ, LUST Division During February, June, and October 2014; and
- Replace One of the Two, Redundant, 55-Gallon Carbon Drums in February 2014

City of St. George WWTP
St. George, Utah

LUST Facility ID # 6000780
LUST Release Site MIW

Dear Courtney:

Since our final 2013 sampling events, contracted under current City Purchase Order/PO #010538, are scheduled for implementation during November 2013, JBR Environmental Consultants, Inc. (JBR) appreciates the opportunity to submit this *Proposal and Cost Estimate* to you and your colleagues for implementing environmental consulting services at the site through the end of 2014. As 2013 data indicate, the SVE system is successfully removing hydrocarbon mass from the subsurface in the vicinity of the former release area, specifically including elimination of free-floating product at well MW-3.

Per recent discussions between JBR's Jonathan Zerbe and the City's Eric Richens, we need to replace one of the two carbon drums that treat SVE off-gas emissions prior to discharge to the atmosphere. We are beginning to see 'break-through' of hydrocarbon constituents after the carbons, indicating that, although we are still a *de minimis* source, one of the SVE system's carbon drums should be replaced prior to the next scheduled, SVE off-gas emission sampling event (scheduled for February 2014).

In an effort to save City monies, JBR [with Eric's oversight and concurrence on scheduling] will coordinate the shipment of a new carbon drum to the site, while the City will coordinate with the Washington County landfill (which has already verbally 'approved' disposal of the carbon drum) for pick-up and disposal of the drum at the landfill. JBR and Eric have already signed appropriate paperwork/forms for the landfill...we will coordinate carbon replacement/disposal, following receipt of a new City PO for 2014 - assuming this is satisfactory to you and your City colleagues.

It is hoped that replacement of one drum will provide a more cost-effective means for carbon treatment than replacing both drums at the same time. Future SVE off-gas emission monitoring will help identify if we can 'stagger' carbon drum replacements, in an effort to save the City monies, over time.

SCOPE OF WORK AND COST ESTIMATE

JBR anticipates the following activities and associated costs will be incurred to complete the scope of work. This cost estimate is based on anticipated efforts and is subject to change, in the unlikely event that field conditions alter the scope of work. JBR intends to communicate any such changes in scope with City of St. George officials, as soon as practicable during field work. In the event that any changes in scope of work warrant consideration, JBR will coordinate immediately with the City of St. George officials to decide a mutually-acceptable 'path-forward.'

JBR proposes to complete the sampling and reporting on a Time & Materials not-to-exceed basis. The City and JBR must approve any change in the Scope of Services and final cost in writing (email shall meet this requirement).

ACTIVITY

COST

TASK 1 Conduct SVE Off-Gas Sampling/Analyses/UDAQ Reporting During February and August 2014

JBR will coordinate lab's mailing of two (2) summa canisters to an on-site City official, who will collect two (2) SVE off-gas air samples (as shown/taught initially by JBR) - one before carbon treatment and one after carbon treatment, as mandated during October 2012 by the UDAQ.....and then 'Overnight' ship/return mail to the lab, as follows: Utah Division of Air Quality/UDAQ-mandated, semi-annual sampling/reporting during February and August 2014.

JBR will also prepare semi-annual, UDAQ *Semi-Annual SVE Off-Gas Summary Letter-Reports* which are separate reports than the ground water LUST reports, with different subject matters and reporting agencies.

| | |
|---|--------------------|
| Labor | \$3,200-3,500 |
| Expenses (Four [4] totaled - lab, air samples; ~ \$290/sample, plus JBR's one-way "Overnight" | |
| S&H charge of ~ \$35-45/event) | <u>1,230-1,250</u> |
| | \$4,430-4,750 |

TASK 2 Conduct three (3) ground water sampling surveys for the existing six (6) ground water quality monitoring wells during February, June, and October 2014...and prepare/submit to the UDEQ *LUST Ground Water Monitoring Summary Reports*

| | |
|---------------------------|-----------------|
| Labor and expenses | \$22,800-23,800 |
| Laboratory, water samples | <u>5,800</u> |
| | \$28,600-29,600 |

TASK 3 Coordinate With City, Landfill, and Carbon Drum Supplier for Replacement of One (1) Carbon Drum at the SVE System

| | |
|-------------------------------|------------------|
| Labor | \$500-700 |
| One Carbon Drum w/S&H to site | <u>800-1,100</u> |
| | \$1,300-1,800 |

TOTAL COST: \$34,330-36,150

OUT OF SCOPE CONSIDERATIONS

The cost estimate presented in this proposal is based on the Scope of Work outlined herein for activities proposed for implementation at the City of St. George wastewater treatment plant in St. George, Utah. Any other services will be considered out of scope. Cost estimate adjustments must be agreed upon by JBR and the City of St. George for any item determined to be out of scope, prior to implementation.

JBR appreciates the opportunity to provide you with this Proposal and Cost Estimate. If you have any questions or concerns, please contact me at (801) 438-2250. JBR is here to support whatever needs the City of St. George deems necessary.

Respectfully,

JBR Environmental Consultants, Inc.

John G. Russell, III, CPG
Sr. Hydrogeologist, Environmental Risk Manager
Utah-Certified *UST Consultant* and *Professional Geologist*

CC: K.B. Ford/City SG
T. Hedrick/JBR
J. Zerbe/JBR

DRAFTAgenda Item Number : **2G**

Request For Council Action

Date Submitted 2013-12-17 11:26:12**Applicant** Kent Perkins**Quick Title** Renovation of Recreation Center**Subject** Seeking approval of bid to renovate and remodel a portion of the Recreation Center.

Discussion Subsequent to beginning a renovation project at the Recreation Center it was discovered that the high salt content and moisture in the soil had caused damage to the foundation along two walls. It is proposed that major demolition and repair work be completed to insure wall and roof stability. Seven bids were received to do the work. The low bidder is Precision Development for \$211,800.

Cost \$\$211,800.**City Manager
Recommendation****Action Taken****Requested by** Kent Perkins**File Attachments****Approved by Legal
Department?****Approved in Budget?** **Amount:****Additional Comments**

DRAFTAgenda Item Number : **3A**

Request For Council Action

Date Submitted 2013-12-05 15:50:00**Applicant** Dixie State University - Alpha Engineering**Quick Title** Public Hearing/Ordinance - Public Street and Easement Vacation

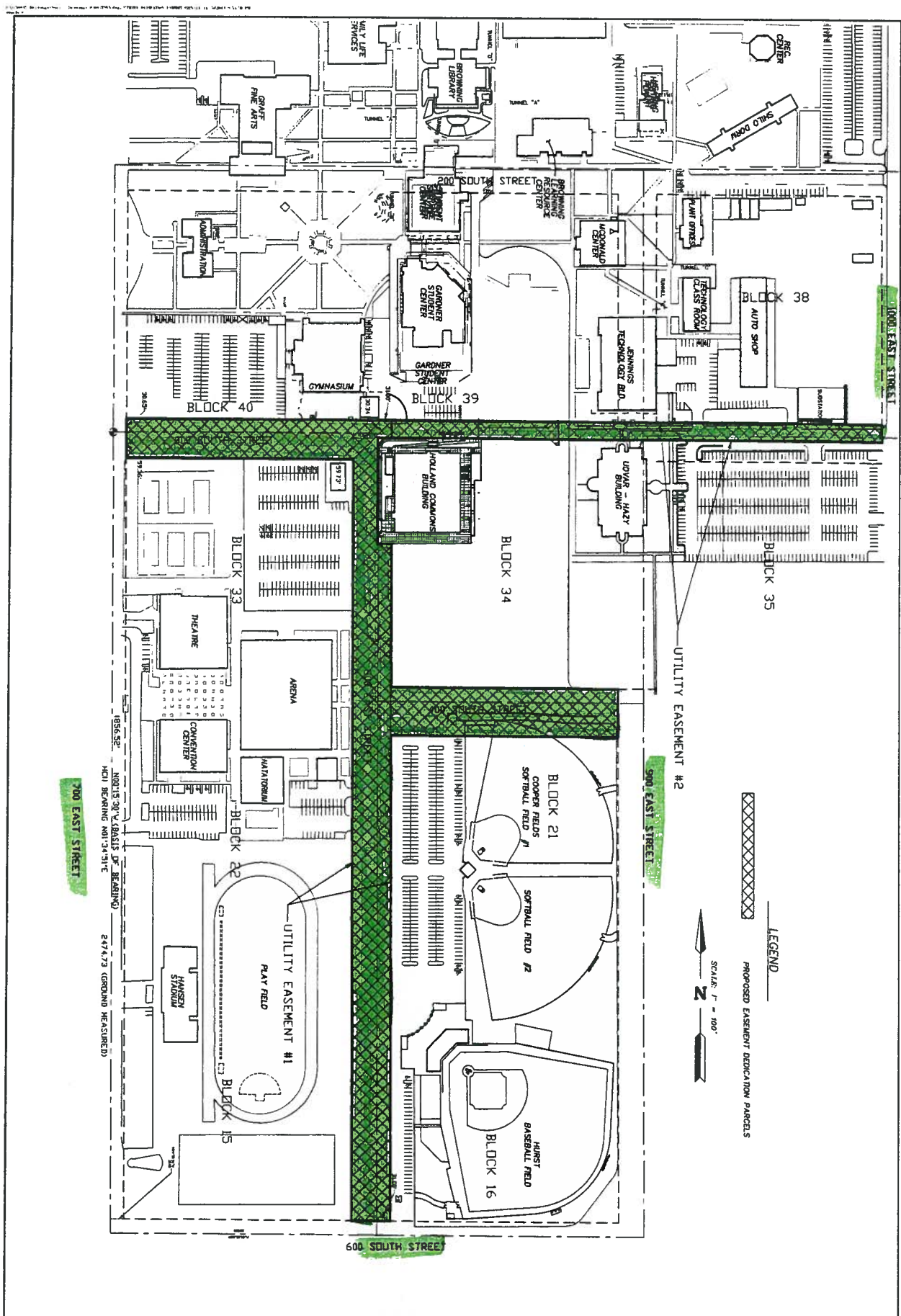
Subject The City of St. George has received a request to vacate 300 South Street located between 700 East Street & 1000 East Street and also vacate 400 South Street located between 800 East Street & 900 East Street and also vacate 800 East Street located between 300 South Street & 600 South Street and also vacate their associated utility easements.

Discussion Dixie State University is requesting that the City vacate said roads as they will better serve the University for their Future Plans as they grow. This request has been to the Joint Utility Committee (JUC) and they have approved of this request. This request has also been approved by the City of St. George Fire Department and they have approved this request as well. As part of the Fire Departments approval the University is granting an Emergency Access Easement upon the existing roads for emergency purposes. FYI: The University is dedicating necessary Public Utility and Drainage Easements back to the City of St. George where needed as part of this vacation process.

Cost \$0.00

City Manager Recommendation Streets in the Dixie University campus area. City staff and Public Safety have reviewed and recommend approval. This was discussed in a previous CC meeting and a work meeting.

Action Taken**Requested by** Todd Jacobsen**File Attachments** [Dixie State University.pdf](#)**Approved by Legal Department?****Approved in Budget?** Amount:**Additional Comments****Attachments** [Dixie State University.pdf](#)



| EASEMENT DEDICATION EXHIBIT | DIXIE STATE UNIVERSITY ST. GEORGE CITY UTAH | ALPHA ENGINEERING <small>41 South 100 East, Suite 100 • St George, Utah 84770 T: 435.629.6500 • F: 435.629.6553 • alphaengineering.com</small> | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">NO.</th> <th style="text-align: left;">DATE</th> <th style="text-align: left;">BY</th> <th style="text-align: left;">DESCRIPTION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> | NO. | DATE | BY | DESCRIPTION | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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1 OF 1

09-27

NOVEMBER 26, 2013

AS NOTED



When Recorded Return To:
City of St. George
City Recorder's Office
175 East 200 North
St. George, UT 84770

ORDINANCE NO. _____

AN ORDINANCE VACATING A PUBLIC STREET AND EXISTING PUBLIC UTILITY EASEMENTS.

WHEREAS, a petition was received by this Council requesting that an existing Public Street belonging to the City of St. George located at 300 South, 400 South and 800 East Streets, more particularly described in Exhibit A and B be vacated, together with the existing public utility easements within said Streets; and

WHEREAS, the road is no longer needed for public use as it serves the University and it would be better for both parties if it were maintained by Dixie State University; and

WHEREAS, it appears that it will not be detrimental to the interest of the general public and that there is good cause for vacating the existing Public Street, and the existing public utility easements; and

WHEREAS, the University will be dedicating Public Utility and Drainage Easements and an Emergency Access Easement to the City of St. George for maintenance of utilities and safety purposes.

NOW, THEREFORE, BE IT ORDAINED by the City of St. George City Council as follows:

The public street and utility easements, described in Exhibit A and Exhibit B attached hereto, are hereby vacated.

Effective Date. This Ordinance shall become effective immediately upon approval of the City Council and the signature of the Mayor.

APPROVED AND ADOPTED by the City Council of the City of St. George, this _____ day of _____, 20__.

CITY OF ST. GEORGE

Daniel D. McArthur, Mayor

ATTEST:

Christina Fernandez, City Recorder

APPROVED AS TO FORM:

Paula Houston, Deputy City Attorney



43 South 100 East, Suite 100 T 435.628.6500
St George, Utah 84770 F 435.628.6553

alphaengineering.com

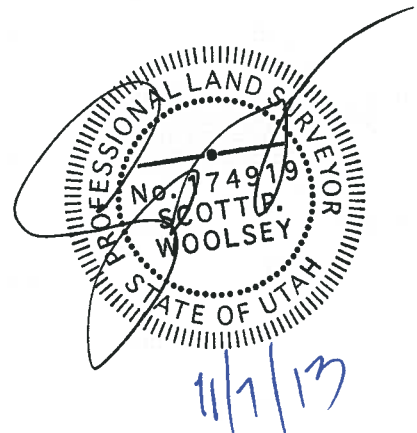
EXHIBIT "A"

A PORTION OF 300 SOUTH, 400 SOUTH AND 800 EAST STREETS BEING VACATED (November 7, 2013)

Vacating a portion of 300 South, 400 South and 800 East Streets together with the existing utility easements described as follows:

Beginning at the Southwest Corner of Block 40, Plat B, St. George City Survey; Thence South $89^{\circ}51'16''$ East, along the South line of Blocks 40, 39 and 38 of said Plat B, and the Northerly right-of-way line of 300 South Street, a distance of 1,764.00 feet, more or less to the Southeast Corner of said Block 38; Thence South $00^{\circ}15'30''$ East, along the West line of 1000 East Street, a distance of 90.33 feet to the Northeast Corner of Block 35, said Plat B; Thence North $89^{\circ}50'37''$ West, along the North line of Blocks 35 and 34 said Plat B, a distance of 1,146.00 feet to the Northwest Corner of said Block 34; Thence South $00^{\circ}15'16''$ East, along the West line of Block 34 and the Easterly right of way line of 800 East Street, a distance of 527.88 feet, to the Southwest Corner of said Block 34; Thence South $89^{\circ}51'16''$ East along the southerly line of said Block 34 and the Northerly right of way line of 400 South Street, a distance of 528.00 feet to the Southeast Corner of said Block 34; Thence South $00^{\circ}15'30''$ East, along the West right of way line of 900 East Street a distance of 111.00 feet to the Northeast Corner of Block 21 said Plat B; Thence North $89^{\circ}51'16''$ West, along the North line of said Block 21 and the Southerly right of way line of 400 South Street a distance of 528.00 feet to the Northwest Corner of said Block 21; Thence South $00^{\circ}15'30''$ East, along the West line of Blocks 21 and 16 said Plat B, and the Easterly right-of-way line of said 800 East Street, a distance of 1,125.00 feet, to the Southwest Corner of said Block 16, Plat B; Thence North $89^{\circ}51'16''$ West, along the North right of way line of 600 South Street, a distance of 90.00 feet to the Southeast Corner of Block 15 said Plat B; Thence North $00^{\circ}15'30''$ West, along the East line of Block 15, 22 and 33 of said Plat B and the Westerly right of way line of 800 East Street, a distance of 1,763.90 feet to the Northeast Corner of Block 33 said Plat B; Thence North $89^{\circ}50'37''$ West, along the North line of said Block 33 and the Southerly right of way line of 300 South Street a distance of 528.00 feet to the Northwest Corner of said Block 33; Thence North $00^{\circ}15'30''$ West, along the Easterly right of way line of 700 East Street a distance of 90.01 feet, to the Point of Beginning.

Containing: 8.64 acres, more or less.



43 South 100 East, Suite 100 • St George, Utah 84770
T: 435.628.6500 • F: 435.628.6553 • alphaengineering.com

WHEN RECORDED, MAIL TO:

City of St. George
Attn: Legal Dept.
175 East 200 North
St. George, Utah 84770

QUIT-CLAIM DEED

The City of St. George; a Utah Municipal Corporation with its principal office at St. George, County of Washington, State of Utah. Grantor, hereby QUIT-CLAIMS to **Dixie State University**, Grantee, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, all its rights, title and interest in and to the following properties located in Washington County, State of Utah, described as follows:

See attached Exhibit "A & B"

IN WITNESS WHEREOF, the Grantor has executed this Quit Claim Deed, this _____ day of _____, 20____.

By _____
Daniel D. McArthur, Mayor

Christina Fernandez, City Recorder

STATE OF UTAH)
 :ss.
COUNTY OF WASHINGTON)

On the _____ day of _____, 20____, appeared before me Daniel D. McArthur, Mayor of the City of St. George, and Christina Fernandez, City Recorder of the City of St. George, who being duly sworn did say, each for himself/herself, that the within and foregoing instrument was signed by him/her in behalf of said corporation by authority of its City Council, and said Daniel D. McArthur and Christina Fernandez each duly acknowledged to me that said corporation executed the same.

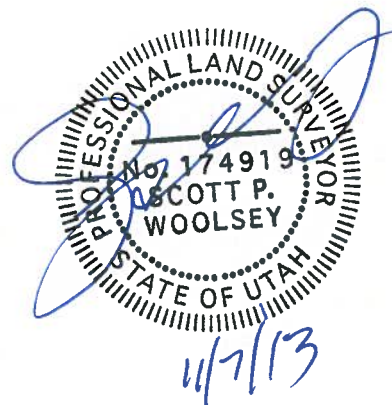
NOTARY PUBLIC

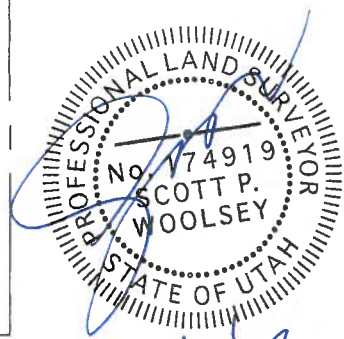
EXHIBIT "A"**A PORTION OF 300 SOUTH, 400 SOUTH AND 800 EAST STREETS
(November 7, 2013)**

A portion of 300 South, 400 South and 800 East Streets, described as follows:

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Containing: 8.64 acres, more or less.





43 South 100 East, Suite 100 • St George, Utah 84770
T: 435.628.6500 • F: 435.628.6553 • alphaengineering.com

DRAFTAgenda Item Number : **3B**

Request For Council Action

Date Submitted 2013-12-13 15:42:00**Applicant** City of St. George**Quick Title** Public Hearing for Amendments to the Fiscal Year 2013-14 Budget**Subject** Public hearing to review, take comment, and approve requested budget openings to the Fiscal Year 2013-14 Budget.**Discussion****Cost** \$0.00

City Manager Recommendation Public Hearing to consider adjustments to the 2013-2014 fiscal budget as required by State law. The largest increases are the salary adjustments discussed at the time the budget was approved subject to the market survey completed in September. The increases are for the next 7 months and funds have been reserved in the general fund for these increases. Other recommended additions have been discussed with the Mayor and City Council and include improvements to the east annex building, structural changes at the recreation center, Mall drive bridge and roadways to and from the bridge, airport grant for pavement maintenance, etc.

Action Taken**Requested by** Deanna Brklacich**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments**

DRAFTAgenda Item Number : **5A**

Request For Council Action

Date Submitted 2013-12-12 15:56:08

Applicant Victoria Hales, Legal Dept.

Quick Title Resolution re: Residential Solid Waste Fee Increase

Subject Fee increase of \$.50 a month for residential customers for solid waste collection and disposal services.

Discussion Washington County Special Service District 1 is responsible for residential solid waste collection, and can increase fees for this service. Pursuant to a County Resolution, it has increased those fees, and the City is responsible for billing and collecting the increased fees which are effective 01/01/2014. This proposed City Resolution authorizes billing and collection of this periodic, allowed rate increase.

Cost \$0.00

City Manager Recommendation Recommending a \$.50 increase for solid waste service of which \$.35 will go to the Solid Waste District and \$.15 will come to the City to help cover City expense.

Action Taken

Requested by Victoria Hales, Lega

File Attachments [Resol City Waste Fees New Microsoft Office Word Document.docx](#)

Approved by Legal Department?

Approved in Budget? **Amount:**

Additional Comments The County Resolution, No. 13-4, is available for review.

Attachments [Resol City Waste Fees New Microsoft Office Word Document.docx](#)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ST. GEORGE, UTAH ESTABLISHING FEES FOR
THE COLLECTION OF RESIDENTIAL SOLID WASTE AS AUTHORIZED BY ST.
GEORGE CITY CODE TITLE 4, CHAPTER 4, SECTION 6**

WHEREAS the St. George City Code Title 4, Chapter 4, Section 3 provides that the “Collection and Disposal of Residential Solid Waste” shall be provided by the Washington County Special Service District No. 1 (the “District”); and

WHEREAS the City of St. George, pursuant to its obligations to the District, is responsible for the billing and collection of monthly residential fees for solid waste collection services in accordance with the District’s fee schedule and periodic rate increases; and

WHEREAS the Administrative Control Board of the Solid Waste District has contracted with Republic Waste Services for residential waste collection services, and has approved increases in residential fees and administrative fees for said services, and therefore has adopted Resolution No. 13-04, dated December, 9, 2013, increasing the fees by a total of thirty-five cents (\$.35) per month per residential customer. In addition, the City of St. George has administrative costs associated with the billing and collection of the fees for residential waste collection, increasing the service fees by fifteen cents (\$.15) per month per residential customer; and

WHEREAS the City Council of the City of St. George determines that it is in the best interest of the citizens, and it will promote their health, safety, and welfare, to maintain collection of solid waste, and increase the residential fees and administrative fees for said services pursuant to Title 4, Chapter 4, Section 6 of the St. George City Code.

NOW, THEREFORE, BE IT RESOLVED that the St. George City Council hereby authorizes and institutes the increase in fees for solid waste collection services increasing the monthly residential fees and administrative fees for solid waste collection services by an additional fifty cents (\$.50) per month per residential customer.

BE IT FURTHER RESOLVED that said increase in fees shall take effect on January 1, 2014.

APPROVED AND ADOPTED THIS ____ DAY OF _____, 2013.

Daniel D. McArthur, Mayor




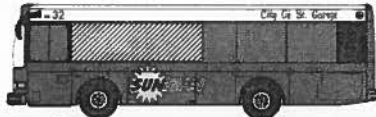

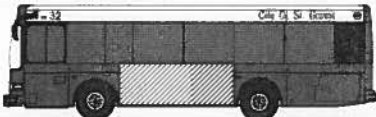
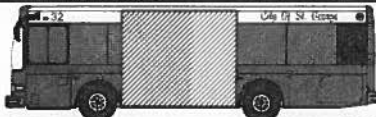
Christina Fernandez, City Recorder

DRAFTAgenda Item Number : **5B**

Request For Council Action

Date Submitted 2013-12-12 15:55:57**Applicant** Fred Davies, Transit Manager**Quick Title** Resolution re: SunTran Advertising Rates**Subject** A proposed Resolution setting the 2014 rates for advertising in the interior and on the exterior of SunTran buses.**Discussion****Cost** \$0.00**City Manager Recommendation** Establishing rates for advertising on the SunTran buses as discussed in the work meeting.**Action Taken****Requested by****File Attachments** [Resol SunTrans AD Rates New Microsoft Office Word Document.docx](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** [Resol SunTrans AD Rates New Microsoft Office Word Document.docx](#)

2014**SUNTRAN RATES**

| INTERIOR CARD (11" x 17") | ANNUAL (cost per period) | 6 PERIOD (cost per period) | 3 PERIOD (cost per period) | 1 PERIOD (cost per period) |
|--|-----------------------------|-------------------------------|-------------------------------|-------------------------------|
|  | \$25 | \$35 | \$45 | \$55 |
| BOTTOM TAIL (84" x 35") | ANNUAL (cost per period) | 6 PERIOD (cost per period) | 3 PERIOD (cost per period) | 1 PERIOD (cost per period) |
|  | \$500 | \$600 | \$700 | \$800 |
| FULL TAIL (84" x 84") | ANNUAL (cost per period) | 6 PERIOD (cost per period) | 3 PERIOD (cost per period) | 1 PERIOD (cost per period) |
|  | \$800 | \$900 | \$1,000 | \$1,200 |
| HALF CROWN (38" x 120") | ANNUAL (cost per period) | 6 PERIOD (cost per period) | 3 PERIOD (cost per period) | 1 PERIOD (cost per period) |
|  | \$600 | \$700 | \$800 | \$1,000 |
| FULL CROWN (38" x 263") | ANNUAL (cost per period) | 6 PERIOD (cost per period) | 3 PERIOD (cost per period) | 1 PERIOD (cost per period) |
|  | \$1,200 | \$1,400 | \$1,600 | \$1,800 |
| ULTRA KING (108" x 42") | ANNUAL (cost per period) | 6 PERIOD (cost per period) | 3 PERIOD (cost per period) | 1 PERIOD (cost per period) |
|  | \$600 | \$800 | \$1,000 | \$1,200 |
| KING KONG (108" x 82") | ANNUAL (cost per period) | 6 PERIOD (cost per period) | 3 PERIOD (cost per period) | 1 PERIOD (cost per period) |
|  | \$1,000 | \$1,200 | \$1,400 | \$1,600 |
| FULL BUS WRAP | ANNUAL (cost per period) | 6 PERIOD (cost per period) | 3 PERIOD (cost per period) | 1 PERIOD (cost per period) |
| | \$3,000 | \$4,000 | \$5,000 | \$6,000 |

Terms & Conditions: Period = 4 weeks (28 days). Rates are net and include in-house production, installation, maintenance and removal. All proofs are subject to approval. The City of St. George and SunTran reserve the right to reject advertising based on their standards and shall not be liable for art, production, and/or costs incurred by advertiser or its agency if advertising is rejected. Rates and terms subject to change without notice.

SunTran 953 East Red Hills Parkway, St George, UT - <https://www.sgcity.org/suntran/> - 435-627-4010

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ST. GEORGE, UTAH, REGARDING
TRANSIT ADVERTISING RATES**

WHEREAS, the City of St. George operates the city transit system under the direction of the Transit Manager; and

WHEREAS, the City of St. George established the transit system with the goal of providing a safe, clean, and reliable mass transportation option for the citizens of St. George; and

WHEREAS, the City of St. George transit system is consistently growing and changing; and

WHEREAS, the City of St. George transit system has available space and capacity to advertise inside the buses and on the outside of the buses; and

WHEREAS, the advertising revenue will contribute to maintaining a balanced budget; and

WHEREAS, the Mayor and City Council desire to continue to offer mass transportation to the public and visitors of the City of St. George.

NOW, THEREFORE, BE IT RESOLVED that the St. George City Council hereby authorizes and adopts the SunTran Advertising Rates as set forth in Exhibit A attached hereto. Such fees shall remain in effect until changed by the City Council.

CITY OF ST. GEORGE

ATTEST

Daniel D. McArthur, Mayor
St. George City

Christina Fernandez, City Recorder
St. George City

Date this ____ day of December, 2013

EXHIBIT A

| | |
|-------------|--------------------------------------|
| 2014 | SUNTRAN ADVERTISING RATES |
|-------------|--------------------------------------|

| ADVERTISING SIZE | ANNUAL (cost per period) | 6 PERIOD (cost per period) | 3 PERIOD (cost per period) | 1 PERIOD (cost per period) |
|---------------------------|--------------------------------|----------------------------------|----------------------------------|----------------------------------|
| INTERIOR CARD (11" x 17") | \$25 | \$35 | \$45 | \$55 |
| BOTTOM TAIL (84" x 35") | \$500 | \$600 | \$700 | \$800 |
| FULL TAIL (84" x 84") | \$800 | \$900 | \$1,000 | \$1,200 |
| HALF CROWN (38" x 120") | \$600 | \$700 | \$800 | \$1,000 |
| FULL CROWN (38" x 263") | \$1,200 | \$1,400 | \$1,600 | \$1,800 |
| ULTRA KING (108" x 42") | \$600 | \$800 | \$1,000 | \$1,200 |
| KING KONG (108" x 82") | \$1,000 | \$1,200 | \$1,400 | \$1,600 |
| FULL BUS WRAP | \$3,000 | \$4,000 | \$5,000 | \$6,000 |

Terms & Conditions: Period = 4 weeks (28 days). Rates are net and include in-house production, installation, maintenance and removal. All proofs are subject to approval. The City of St. George and SunTran reserve the right to reject advertising based on their standards and shall not be liable for art, production, and/or costs incurred by advertiser or its agency if advertising is rejected. Rates and terms subject to change without notice.

SunTran 953 East Red Hills Parkway, St George, UT - <https://www.sgcity.org/suntran/> - 435-627-4010

DRAFTAgenda Item Number : **5C**

Request For Council Action

Date Submitted 2013-12-10 10:14:24**Applicant** City of St. George**Quick Title** Resolution to Approve Amendments to Fiscal Year 2013-14 Budget**Subject** Resolution and Public Hearing to review and approve requested budget openings to the Fiscal Year 2013-14 Budget.**Discussion** Our intention is to submit Budget Openings for approval every two to three months, as needed. This is the second round of budget openings for this fiscal year.**Cost** \$0.00**City Manager Recommendation** Similar to comments in the public hearing item for the budget adjustments. Please see attached figures.**Action Taken****Requested by** Deanna Brklacich**File Attachments** [December 19, 2013 Budget Opening Summary.pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** [December 19, 2013 Budget Opening Summary.pdf](#)

RESOLUTION NO. _____

**AMENDING THE 2013-2014 FISCAL BUDGET FOR THE
CITY OF ST. GEORGE, UTAH.**

WHEREAS, pursuant to the Uniform Fiscal Procedures Act for Utah Cities (the "Act"), the City of St. George is required to adopt an annual budget with regard to the funds of the City; and

WHEREAS, the City has complied with the provisions of the Act in adopting a budget, and setting and conducting public hearings on such budget.

NOW, THEREFORE, at a regular meeting of the City Council of the City of St. George, Utah, duly called, noticed and held on the 19th day of December, 2013, upon motion duly made and seconded, it is unanimously

RESOLVED that the 2013-2014 fiscal budget for the City of St. George thereto, is hereby amended. Said amendments are attached hereto as Exhibit "A."

VOTED UPON AND PASSED BY THE CITY COUNCIL OF THE CITY OF ST.
GEORGE AT A REGULAR MEETING OF SAID COUNCIL HELD ON THE 19TH
DAY OF DECEMBER, 2013.

Members of the Council Voting Aye

Ben Nickle
Gil Almquist
Gail Bunker
Jimmie Hughes
Jon Pike

Daniel D. McArthur, Mayor

ATTEST:

Christina Fernandez, City Recorder



GENERAL FUND ADJUSTMENTS

| | | | | |
|---|--------------|--|---------|-----------|
| 1 | 10-4131-1100 | City Manager - Full-Time Salaries & Wages | 4,431 | |
| | 10-4135-1100 | Human Resources - Full-Time Salaries & Wages | 7,268 | |
| | 10-4140-1100 | Admin. Services - Full-Time Salaries & Wages | 7,989 | |
| | 10-4141-1100 | Finance - Full-Time Salaries & Wages | 31,490 | |
| | 10-4142-1100 | Technology Services - Full-Time Salaries & Wages | 32,492 | |
| | 10-4145-1100 | Legal - Full-Time Salaries & Wages | 45,720 | |
| | 10-4160-1100 | Building Maint. - Full-Time Salaries & Wages | 35,154 | |
| | 10-4211-1100 | Police - Full-Time Salaries & Wages | 376,301 | |
| | 10-4213-1100 | Dispatch Center - Full-Time Salaries & Wages | 85,694 | |
| | 10-4220-1100 | Fire - Full-Time Salaries & Wages | 60,198 | |
| | 10-4240-1100 | Inspections - Full-Time Salaries & Wages | 31,459 | |
| | 10-4241-1100 | Code Enforcement - Full-Time Salaries & Wages | 7,109 | |
| | 10-4411-1100 | Public Works Admin. - Full-Time Salaries & Wages | 2,547 | |
| | 10-4413-1100 | Streets - Full-Time Salaries & Wages | 73,911 | |
| | 10-4440-1100 | Fleet - Full-Time Salaries & Wages | 27,845 | |
| | 10-4450-1100 | Engineering - Full-Time Salaries & Wages | 23,705 | |
| | 10-4510-1100 | Parks - Full-Time Salaries & Wages | 108,004 | |
| | 10-4511-1100 | Parks Design - Full-Time Salaries & Wages | 15,331 | |
| | 10-4556-1100 | Softball Programs - Full-Time Salaries & Wages | 1,653 | |
| | 10-4557-1100 | Sports Field Maint. - Full-Time Salaries & Wages | 6,359 | |
| | 10-4559-1100 | Youth Sports - Full-Time Salaries & Wages | 0 | |
| | 10-4561-1100 | Recreation Admin. - Full-Time Salaries & Wages | 9,832 | |
| | 10-4562-1100 | Exhibits & Collections - Full-Time Salaries & Wages | 3,320 | |
| | 10-4563-1100 | Community Arts - Full-Time Salaries & Wages | 2,910 | |
| | 10-4566-1100 | Leisure Services Admin. - Full-Time Salaries & Wages | 3,891 | |
| | 10-4567-1100 | Recreation Center - Full-Time Salaries & Wages | 1,857 | |
| | 10-4568-1100 | Marathon - Full-Time Salaries & Wages | 1,699 | |
| | 10-4590-1100 | Cemetery - Full-Time Salaries & Wages | 5,487 | |
| | 10-4653-1100 | Development Services - Full-Time Salaries & Wages | 31,880 | |
| | 10-5400-1100 | Airport - Full-Time Salaries & Wages | 15,094 | |
| | 10-5600-1100 | Swimming Pool - Full-Time Salaries & Wages | 665 | |
| | 10-5650-1100 | Aquatic Center - Full-Time Salaries & Wages | 1,851 | |
| | 10-4810-9100 | Transfers to Other Funds | | 1,063,146 |

To budget for the annual Market/Merit adjustments for Full-time employees.

| | | | | |
|---|--------------|--|--------|--------|
| 2 | 10-4211-7400 | Police - Equipment | 3,000 | |
| | 10-4211-1210 | Police - Overtime | 12,000 | |
| | 10-4211-3100 | Police - Professional/Technical Services | 10,000 | |
| | 10-33400 | State Grants | | 25,000 |

To budget for a Distracted Driving Enforcement grant from the State of Utah which includes overtime, the purchase of equipment, and professional services for a media campaign.



CITY OF ST. GEORGE
Budget Opening - Fiscal Year 2013-14
December 19, 2013

| | | | | |
|---|--------------|---|---------|---------|
| 3 | 10-5400-7300 | Airport - Improvements | 400,000 | |
| | 10-33400 | State Grant - UDOT Grant | | 180,000 |
| | 10-38200 | General Fund - Transfers from Other Funds | | 220,000 |
| | 31-3100-9100 | PFC Fund - Transfers to Other Funds | 220,000 | |
| | 31-3100-7300 | PFC Fund - Improvements | | 220,000 |

To budget for a new airport pavement management grant from UDOT for \$180,000 plus a transfer from the PFC fund for \$220,000 to fund a pavement sealing and markings project at the airport.

| | | | | |
|---|--------------|-------------------------------|-------|-------|
| 4 | 10-4510-3100 | Parks - Professional Services | 7,000 | |
| | 10-33100 | Federal Grant | | 7,000 |

To budget for a new grant award received from the Department of Natural Resources for \$18,000 (\$7,000 cash + 60% in-kind City match) to hire a consultant to perform a GPS-based inventory of trees in the historic district, then parks, and then other areas of downtown as funding permits.

| | | | | |
|---|--------------|----------------------------------|---------|---------|
| 5 | 10-4567-7300 | Recreation Center - Improvements | 167,500 | |
| | 10-38200 | Transfers from Other Funds | | 167,500 |
| | 40-4000-9100 | Transfers to Other Funds | 167,500 | |
| | 40-38800 | Appropriated Fund Balance | | 167,500 |

To increase the Recreation Center - Game Center/Spin Room Remodeling budget from \$86,500 to \$254,000 for this fiscal year due to unforeseen repairs needed for the footings and foundation; and to budget for the Capital Project Fund as the funding source.

| | | | | |
|---|--------------|------------------------------------|-------|-------|
| 6 | 10-4567-7400 | Recreation Center - Equipment | 3,200 | |
| | 10-4558-7400 | Special Events & Races - Equipment | | 3,200 |

To transfer the budget approved for space heaters for racing events to the Recreation Center instead to replace a kiln that had stopped working.

| | | | | |
|---|--------------|--------------------------|--------|--------|
| 7 | 10-4510-7300 | Parks - Improvements | 25,000 | |
| | 10-4810-9100 | Transfers to Other Funds | | 25,000 |

To increase the budget for the Pioneer Park restroom from \$75,000 to \$100,000 to add ADA sidewalks and also because the project will be sent out for bid instead of built in-house, as originally planned.

| | | | | |
|---|--------------|-----------------------------|--------|--------|
| 8 | 10-4510-2600 | Parks - Buildings & Grounds | 16,632 | |
| | 10-38100 | Contributions from Others | | 16,632 |

To budget for a re-landscaping project at the Dixie Center to be completed by the Parks Dept. and reimbursed from the Dixie Center.

| | | | | |
|---|--------------|----------------------------|-------|-------|
| 9 | 10-4810-9100 | Transfers from Other Funds | 5,000 | |
| | 10-4160-7300 | Building Maintenance | | 5,000 |

To de-obligate the Building Maintenance division's budget for the City Hall roof repair project as the project's scope was expanded to replacing the total roof as an emergency repair and funded out of the Capital Projects Fund.



CITY OF ST. GEORGE
Budget Opening - Fiscal Year 2013-14
December 19, 2013

CAPITAL PROJECTS FUND (CPF)

| | | | | |
|----|--------------|---------------------------|--------|--------|
| 10 | 40-4000-7300 | Improvements (General) | 61,980 | |
| | 40-38800 | Appropriated Fund Balance | | 61,980 |

To budget for the emergency repairs and replacement of the roof at City Hall.

| | | | | |
|----|--------------|---------------------------|--------|--------|
| 11 | 40-4000-7300 | Improvements | 42,000 | |
| | 40-38800 | Appropriated Fund Balance | | 42,000 |

To increase the City Entry signs budget to add an additional monument at SR-18 (the Ledges), to provide funding for up-lighting to the five new monuments, and to provide for a retaining wall needed at the Snow Canyon Parkway sign.

| | | | | |
|----|--------------|-----------------------------|--------|--------|
| 12 | 40-4000-7890 | City Park Restroom Facility | 39,500 | |
| | 40-38800 | Appropriated Fund Balance | | 39,500 |

To increase the budget for the Christensen Park facility to add minor design fees, and repair and replacement of the parking lot to the project.

| | | | | |
|----|--------------|-------------------------------------|---------|---------|
| 13 | 40-4000-7951 | Mesa Palms Subdivision Improvements | 450,000 | |
| | 40-38304 | Private Contributions | | 450,000 |

To budget for street, curb, gutter, and other infrastructure improvements in phase 5 of the Mesa Palms Subdivision; which the developer was unable to install and therefore the costs are funded by proceeds from the developer's performance bond.

| | | | | |
|----|--------------|---------------------------|---------|---------|
| 14 | 40-4000-7374 | East Annex Building | 207,000 | |
| | 40-38800 | Appropriated Fund Balance | | 207,000 |

To increase the budget for the East Annex Building renovation project to add landscape, parking lot, and other miscellaneous improvements to the project.



CITY OF ST. GEORGE
Budget Opening - Fiscal Year 2013-14
December 19, 2013

OTHER FUNDS

| | | | | |
|----|--------------|---|--------|---------|
| 15 | 51-5113-1100 | Irrigation - Full-Time Salaries & Wages | 14,279 | |
| | 51-5114-1100 | Water Distribution - Full-Time Salaries & Wages | 70,993 | |
| | 51-5118-1100 | Water Technical Services - Full-Time Salaries & Wages | 16,096 | |
| | 51-37001 | Tap Water Revenues | | 101,368 |

To budget for the annual Market/Merit adjustments for Full-time employees.

| | | | | |
|----|--------------|--|--------|--------|
| 16 | 52-5200-1100 | Wastewater Collection - Full-Time Salaries & Wages | 37,495 | |
| | 52-37300 | Sewer Fees | | 37,495 |

To budget for the annual Market/Merit adjustments for Full-time employees.

| | | | | |
|----|--------------|--|--------|---------|
| 17 | 53-5310-1100 | Electric Generation - Full-Time Salaries & Wages | 43,566 | |
| | 53-5313-1100 | Electric Distribution - Full-Time Salaries & Wages | 58,785 | |
| | 53-5316-1100 | Electric Administration - Full-Time Salaries & Wages | 20,567 | |
| | 53-37510 | Residential Electric Sales | | 122,918 |

To budget for the annual Market/Merit adjustments for Full-time employees.

| | | | | |
|----|--------------|--|--------|--------|
| 18 | 55-5500-1100 | Red Hills Golf - Full-Time Salaries & Wages | 6,903 | |
| | 55-5510-1100 | Golf Admin. - Full-Time Salaries & Wages | 7,744 | |
| | 55-5525-1100 | Southgate Golf - Full-Time Salaries & Wages | 13,180 | |
| | 55-5550-1100 | St. George Golf - Full-Time Salaries & Wages | 14,655 | |
| | 55-5575-1100 | Sunbrook Golf - Full-Time Salaries & Wages | 16,991 | |
| | 55-34501 | Resident Green Fees - Red Hills | | 6,903 |
| | 55-36900 | Miscellaneous Sundry Revenues | | 7,744 |
| | 55-34601 | Resident Green Fees - Southgate | | 13,180 |
| | 55-34701 | Resident Green Fees - St. George Golf | | 14,655 |
| | 55-34801 | Resident Green Fees - Sunbrook Golf | | 16,991 |

To budget for the annual Market/Merit adjustments for Full-time employees.

| | | | | |
|----|--------------|---|--------|--------|
| 19 | 62-6200-1100 | Wastewater Treatment Plant - Full-Time Salaries & Wages | 51,924 | |
| | 62-37300 | Sewer Fees | | 51,924 |

To budget for the annual Market/Merit adjustments for Full-time employees.

| | | | | |
|----|--------------|--------------------------------------|--------|-------|
| 20 | 64-6400-1100 | SunTran - Full-Time Salaries & Wages | 10,074 | |
| | 64-33100 | SunTran - Federal Grants | | 5,037 |
| | 64-35131 | SunTran - Transit Fees | | 5,037 |

To budget for the annual Market/Merit adjustments for Full-time employees.



CITY OF ST. GEORGE
Budget Opening - Fiscal Year 2013-14
December 19, 2013

| | | | | |
|----|--------------|--------------------------------------|--------|--------|
| 21 | 64-6400-1100 | SunTran - Full-Time Salaries & Wages | 40,000 | |
| | 64-6400-1200 | SunTran - Part-Time Salaries & Wages | | 20,000 |
| | 64-35141 | SunTran - Advertising Revenues | | 20,000 |

To budget for upgrading 3 part-time positions to full-time positions to maintain adequate service levels for the public bus system.

| | | | | |
|----|--------------|--|---------|---------|
| 22 | 30-3000-8100 | Dixie Center - Bond Principal | 471,200 | |
| | 30-3000-8200 | Dixie Center - Bond Interest | 4,485 | |
| | 30-38800 | Dixie Center - Appropriated Fund Balance | | 475,685 |

To budget for the City's portion of the annual payment of the WCIA 2012B bonds that was inadvertently not budgeted.

| | | | | |
|----|--------------|--|-----------|-----------|
| 23 | 87-8700-7307 | Mall Drive Bridge | 9,200,000 | |
| | 87-36700 | Proceeds from Bond Sale | | 8,450,000 |
| | 87-38308 | Contributions from Private | | 750,000 |
| | 51-5114-7424 | Water Transmission & Distribution - Distribution System Improvem | 300,000 | |
| | 51-38200 | Water Revenues - Transfers from Other Funds (Impact Fees) | | 300,000 |

To budget for the construction, engineering, and construction management costs of the Mall Drive Bridge; to budget for the Sale of Franchise Revenue bonds and contributions from private property owners as a funding source; and to budget for the waterline that will also cross the bridge funded from impact fees.

| | | | | |
|----|--------------|--------------------------------|---------|---------|
| 24 | 44-4400-7602 | Seegmiller Historical Farm | 288,915 | |
| | 44-4400-7100 | Land Purchases | | 246,915 |
| | 44-4400-7792 | Sandhollow Wash Community Park | | 42,000 |

To re-allocate a portion of the approved Park Land Purchase budget to cover revised cost estimates above the \$639,000 approved budget for the Seegmiller Historical Farm project.

| | | | | |
|----|--------------|-----------------------------|-------|-------|
| 25 | 44-4400-7793 | Sunset Park South Expansion | 8,661 | |
| | 44-4400-7100 | Land Purchases | | 8,661 |

To re-allocate a portion of the approved Park Land Purchase budget to cover additional costs to stub utilities in the roadway for the future park expansion.

| | | | | |
|----|--------------|---|---------|--------|
| 26 | 44-4400-7630 | Little Valley Fields Maintenance Facility | 117,500 | |
| | 44-4400-7100 | Land Purchases | | 94,424 |
| | 44-34350 | Impact Fee Revenues | | 23,076 |

To re-allocate a portion of the approved Park Land Purchase budget to cover approximately \$57,000 in additional costs on the LV Fields Maint. facility due to bids coming in higher than engineer estimates and having to re-route floor drains to meet codes. The remainder of the budget increase is because the budget was split between FY2013 and FY2014 and a greater amount of costs were incurred in FY2014 than originally anticipated (and conversely, a lesser amount of costs were incurred in FY2013).

| | | | | |
|----|--------------|--|---------|---------|
| 27 | 44-4400-7654 | Park Impact Fund - Little Valley Neighborhood Park | 200,000 | |
| | 44-34350 | Park Impact Fund - Impact Fee Revenues | | 200,000 |

To increase the budget from \$370,000 to \$570,000 to fund additional park amenities not included in the current project's budget (restroom, basketball and sand volleyball courts, and playground).

DRAFTAgenda Item Number : **5D**

Request For Council Action

Date Submitted 2013-12-06 08:24:02**Applicant** Rene Flemng**Quick Title** WS Toilet Rebate Program Resolution**Subject** This is a resolution approving matching funds to continue the WaterSense Labeled Toilet Rebate program. I am applying for a grant for 50% of the program funding from the Bureau of Reclamation.**Discussion** This program has been running for a number of years with grant funding and a portion of the matching funds from the WCWCD. The current program has a 2 year or when funds are depleted ending term. As a result of several older hotels taking advantage of the program, it is anticipated that funding will be depleted in about 6 months. This program has shown water savings in the residential sector. At this time, water records for the hotels that have taken advantage of the program have not been reviewed as there isn't a year prior and post install to evaluate. The Conservation Tracking Tool software indicates the hotel/motel sector is a positive cost/benefit ratio.**Cost** \$37500**City Manager Recommendation** This program has been a success recommend approval to continue and provide matching funds.**Action Taken****Requested by** Rene Fleming**File Attachments** RESOLUTION Indoor Water Conservation 2013.doc**Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments** The WCWCD will contribute \$4,000 towards matching funds. With that amount, it is anticipated the amount of funds needed from the WS Budget is approximately \$33,500. This will affect the 2013/14 fiscal year budget and will be included as a line item. The resolution will be forwarded to Legal for review.**Attachments** RESOLUTION Indoor Water Conservation 2013.doc

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ST. GEORGE, UTAH,
REQUESTING MATCHING FUNDS FROM THE BUREAU OF RECLAMATION**

WHEREAS, the goal of the City of St. George waterworks and water supply utility is to efficiently manage and conserve the use of available water resources in the City of St. George; and

WHEREAS, the primary role of the waterworks and water supply utility of the City of St. George is to ensure that an adequate water supply is available throughout the City of St. George; and

WHEREAS, the Mayor and City Council support applying for a grant from the Bureau of Reclamation for an Indoor Water Conservation Program; and

WHEREAS, the City of St. George desires to implement a conservation program targeting indoor water conservation:

NOW, THEREFORE, BE IT RESOLVED that the City of St. George hereby authorizes that:

1. The applicant is capable of funding the plan; and
2. If selected for the Water Conservation Field Services Program – Lower Colorado Regional Area Grant, then the City shall work with the Bureau of Reclamation to meet established deadlines for entering into a cooperative agreement to provide up to 50% in matching funds

APPROVED AND ADOPTED this _____ day of December 2013

Daniel D. McArthur, Mayor

ATTEST:

Christina Fernandez, City Recorder

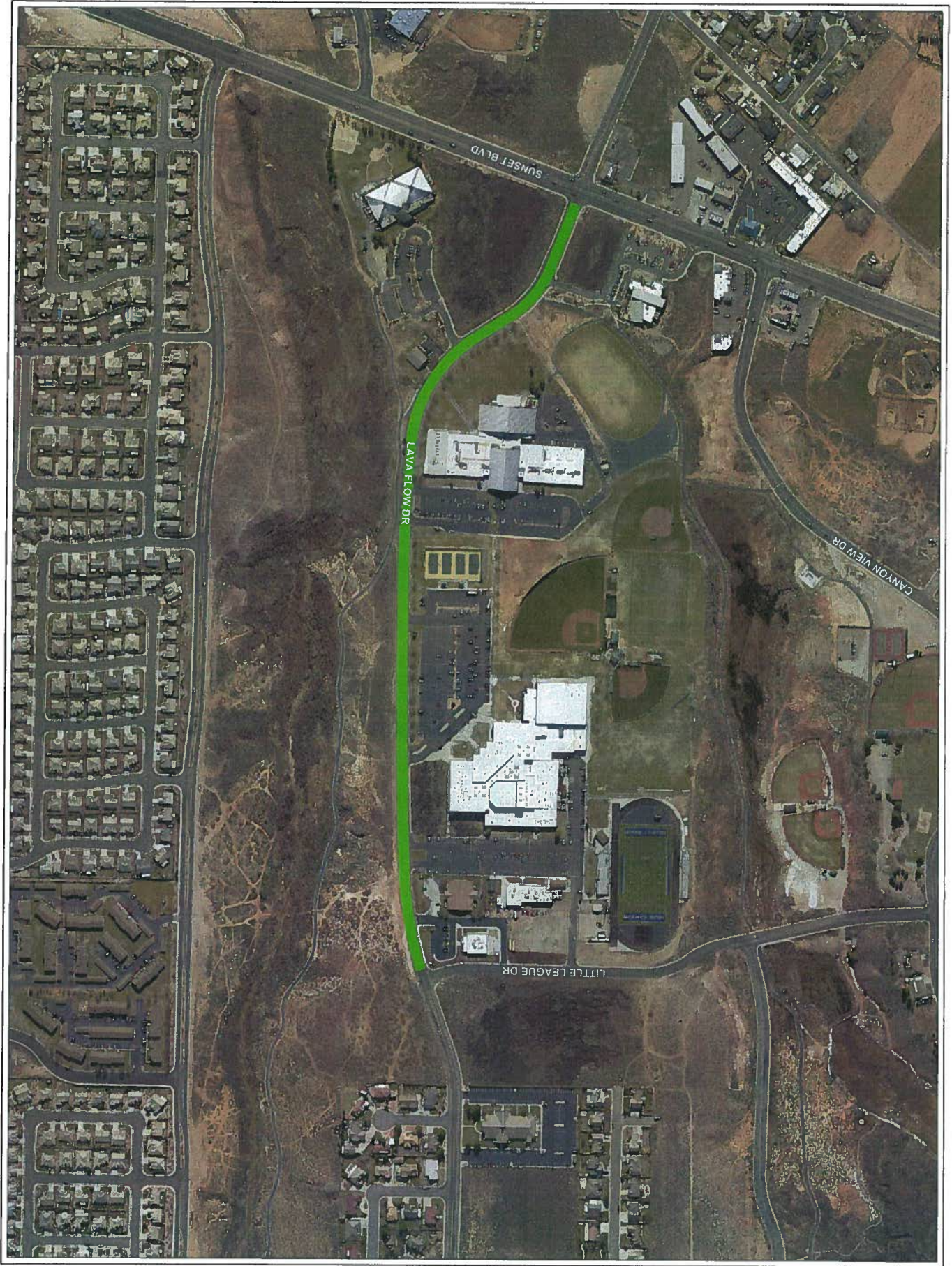
DRAFTAgenda Item Number : **6A**

Request For Council Action

Date Submitted 2013-12-16 09:39:41**Applicant****Quick Title** Presentation from local High Schools**Subject** Presentation from local High Schools regarding renaming the streets near their schools.**Discussion****Cost** \$0.00**City Manager
Recommendation****Action Taken****Requested by** Christina Fernandez**File Attachments****Approved by Legal
Department?****Approved in Budget?** **Amount:****Additional Comments**









DRAFT

Agenda Item Number : 6B

Request For Council Action

| | |
|------------------------------------|---|
| Date Submitted | 2013-12-12 15:18:03 |
| Applicant | Mr. Howard Cheney |
| Quick Title | Donation of property to City |
| Subject | Property donation to City on Red Hill. |
| Discussion | Mr. Cheney wants to donate his property to the City as it abuts the City's property along the Red Hill north of Diagonal behind the Cannon townhomes. |
| Cost | \$0.00 |
| City Manager Recommendation | Recommend approval. |
| Action Taken | |
| Requested by | Mr. Howard Cheney |
| File Attachments | |

| |
|--------------------------------------|
| Approved by Legal Department? |
| Approved in Budget? |
| Additional Comments |

Amount:

DRAFTAgenda Item Number : **6C****Request For Council Action**

| | |
|--------------------------------------|--|
| Date Submitted | 2013-12-02 14:08:34 |
| Applicant | Mr. Joseph Hood |
| Quick Title | Proposal to purchase City property in Creekside Subdivision |
| Subject | Creekside homeowners association would like to purchase a small sliver of property outside the erosion control barrier from the City to be used as permanent open space. |
| Discussion | The Creekside HOA donated a parcel to the City for the installation of the erosion control dike after the 2005 flood. This parcel is out the area used for the dike. |
| Cost | \$0.00 |
| City Manager Recommendation | The HOA is proposing to use the property to be purchased from the City for permanent open space/common area for the residents. The HOA did donate property for the dike and reduced their open space to accommodate the flood control project. They are offering \$2,000. The City did occur some cost installing a cul-de-sac adjacent to this parcel. I do not have a problem with the request as long as the property is deed restricted to permanent open space. |
| Action Taken | |
| Requested by | Creekside HOA |
| File Attachments | |
| Approved by Legal Department? | |
| Approved in Budget? | |
| Amount: | |
| Additional Comments | |

DRAFTAgenda Item Number : **6D**

Request For Council Action

Date Submitted 2013-12-09 09:52:57**Applicant** PC**Quick Title** PC report from 12-10-13**Subject** Consider the report from the Planning Commission meeting held Dec. 10, 2013.**Discussion** The PC agenda for Dec 10th has 6 public hearing items which will go to the City Council on Jan 9, 2014. (CC will set the hearing date on Dec 19th) The CC action items for Dec 19th include considering 5 preliminary plats, and one final plat.**Cost** \$0.00**City Manager Recommendation** Preliminary and final plats and setting of dates for several zone change hearings.**Action Taken****Requested by** Bob N**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments**

**CITY OF ST. GEORGE
WASHINGTON COUNTY, UTAH**

PLANNING COMMISSION REPORT: DECEMBER 10, 2013
CITY COUNCIL MEETING: DECEMBER 19, 2013

1. PUBLIC HEARINGS TO BE ADVERTISED FOR JANUARY 9, 2014

- A. Consider a zone change request for “**Pine Park Estates**” from RE-20 (Residential Estate 20,000 square foot minimum lot size) to RE-12.5 (Residential Estate 12,500 square foot minimum lot size) on 10.024 acres located at approximately 2990 S Little Valley Road. The applicant is Pine Park Estates LLC and the representative is Mr. Zach Renstrom. Case No. 2013-ZC-017 (Staff – Craig H.)
- B. Consider a request for a zone change amendment to the Planned Development Zone for “**Mesa Palms Phase 5**” on 5.925 acres located just north of Beehive Homes at the intersection of Mesa Palms Drive and Tonaquint Drive. The requested amendment to the planned development is to allow for development of 52 units to be built on the property. The owner and applicant is Mr. Kent Heideman of Professional Interchange Properties and the representative is Mr. Tyler Hoskins of Southwest Consulting. Case No. 2013-ZCA-019 (Staff – Craig H.)
- C. Consider a request for a zone change amendment to the Planned Development Zone for “**Sunbrook Ranch**” to add “**RV Storage**” to the list of permitted uses, and to **revise the conceptual site development plan**. The site is on 11.37 acres located at 415 South Dixie Drive. The changes to the conceptual site development plan also reflect the lot split separating the rear 6 acres. The owner and applicant is Mr. Marv Bloesch. Case No. 2013-ZCA-018 (Staff – Bob N.)
- D. Consider a request for an amendment to the City Zoning Regulations, Title 10, Sections 10-10-5.K and 10-8-7.G to allow the City Council to waive the ground floor commercial requirement in **mixed-use projects** for buildings with obstructed visibility from the public street. The applicant is the City of St George and the representative is Mr. Bob Nicholson. Case No. 2013-ZRA-008 (Staff – Bob N.)
- E. Consider a request for an amendment to the City Zoning Regulations, Title 10, Section 10-18-3.C to **modify the corner lot fence requirements** to allow a fence or wall to be built on the property line along the street side yard subject to certain standards. The applicant is the City of St George and the representative is Mr. Bob Nicholson. Case No. 2013-ZRA-009 (Staff – Bob N.)

2. **FINAL PLAT (FP)**

Consider approval of a final plat of for “**Stone Cliff Phase 11**” a thirty-four (34) lot residential subdivision plat. The representative is Mr. Reid Pope, L.R. Pope Engineering. The property is zoned PD-RES (Planned Development Residential) and is located at approximately 2600 East 1650 South (Stone Cliff Development – south of the access road). Case No. 2013-FP-051. (Staff – Wes J.)

3. **PRELIMINARY PLATS (PP)**

- A. Consider approval of a preliminary plat for “**Meadow Valley Estates Phase 4**” a seven (7) lot residential subdivision. The applicant is Development Solutions Group and the representative is Mr. Logan Blake, Development Solutions. The property is zoned RE-12.5 (Residential Estate 12,500 square foot minimum lot size) and is located on the west side of Little Valley Road at the intersection of Mountain Ledge Drive. Case No. 2012-PP-041 (Staff – Wes J.).
- B. Consider approval of a preliminary plat for “**Maverik**” a one (1) lot commercial subdivision. The applicant is Maverik Inc. and the representative is Mr. Todd Meyers, Reeve & Associates. The property is zoned PD-C (Planned Development Commercial) and is located on the northeast corner of the intersection of 1450 South and river Road. Case No. 2012-PP-043 (Staff – Wes J.).
- C. Consider approval of a preliminary plat for “**White Rocks**” a sixty-one (61) lot residential subdivision. The applicant is Development Solutions and the representative is Mr. Stacy Yong and Mr. Ryan Thomas, Development Solutions. The property is zoned PD (Planned Development) and is located on the east side of SR-18 and south of the existing round-about and south of hole 9 on the Ledges golf course. Case No. 2012-PP-046 (Staff – Wes J.).
- D. Consider approval of a preliminary plat for “**Fieldstone Ph 1**” a twenty-five (25) lot residential subdivision. The applicant is Development Solutions and the representative is Mr. Logan Blake, Development Solutions. The property is zoned R-1-12 (Single Family Residential 12,000 square foot minimum lot size) and is located south of ‘The Village at Little Valley’ along the logical extension of Crimson Ridge Drive at approximately 2350 East. Case No. 2012-PP-044 (Staff – Wes J.).
- E. Consider approval of a preliminary plat for “**Fieldstone Ph 2 & 3**” a fifty-six (56) lot residential subdivision. The applicant is Development Solutions and the representative is Mr. Logan Blake, Development Solutions. The Phase 2 property is zoned R-1-10 (Single Family Residential 10,000 square foot minimum lot size) and the Phase 3 property is zoned R-1-12 (Single Family Residential 12,000 square foot minimum lot size) and is located south of Little valley Elementary School along the south side of Equestrian / Crimson Ridge Drive at approximately 2300 East. Case No. 2012-PP-0045 (Staff – Wes J.).

4. **OTHER PLANNING COMMISSION ACTIONS (FYI)**

- A. **Withdrawn** before meeting - Consider approval to amend the final plat for “**Sage Meadows Phase 2 - Amended**” by **vacating** a portion of 3000 East Street by narrowing the width located between 2000 South Street and approximately 1900 South and increasing the lot size of lots 9,10,15, and 16. No other changes to this final plat amendment were made or intended. The representative is Mr. Scott Woolsey, Alpha Engineering. The subdivision property is zoned R-1-10 (Single Family Residential Estates 10,000 square foot minimum lot size) and is located at approximately 2950 East and 2000 South (east of the new Crimson View elementary School). Case No. 2013-FPA-069 (Staff –Bob N.)
- B. The Planning Commission considered and **denied (3:2)** a request for a **guest house** to exceed the maximum allowable floor area of four hundred square foot (400 sq. ft.) with approval from the Planning Commission. The request is for a total footprint of seven hundred square feet (700 sq. ft.). The guesthouse living space would include two bedrooms, a bathroom, living room, and a kitchenette (small sink, microwave, and under counter refrigerator). The actual living space area is proposed at 650 sq. ft. The property is located at 543 E 600 S. Mr. Dan Hoopes is the representative. Case No. 2013-GH-006. (Staff – Craig H.)

PCR ITEM 2

Final Plat

PLANNING COMMISSION AGENDA REPORT: 12/10/2013

CITY COUNCIL MEETING: 12/19/2013

FINAL PLAT

Stone Cliff Subdivision Phase 11

Case No. 2013-FP-051

Request: Approval of a 34 Lot Residential Subdivision Final Plat

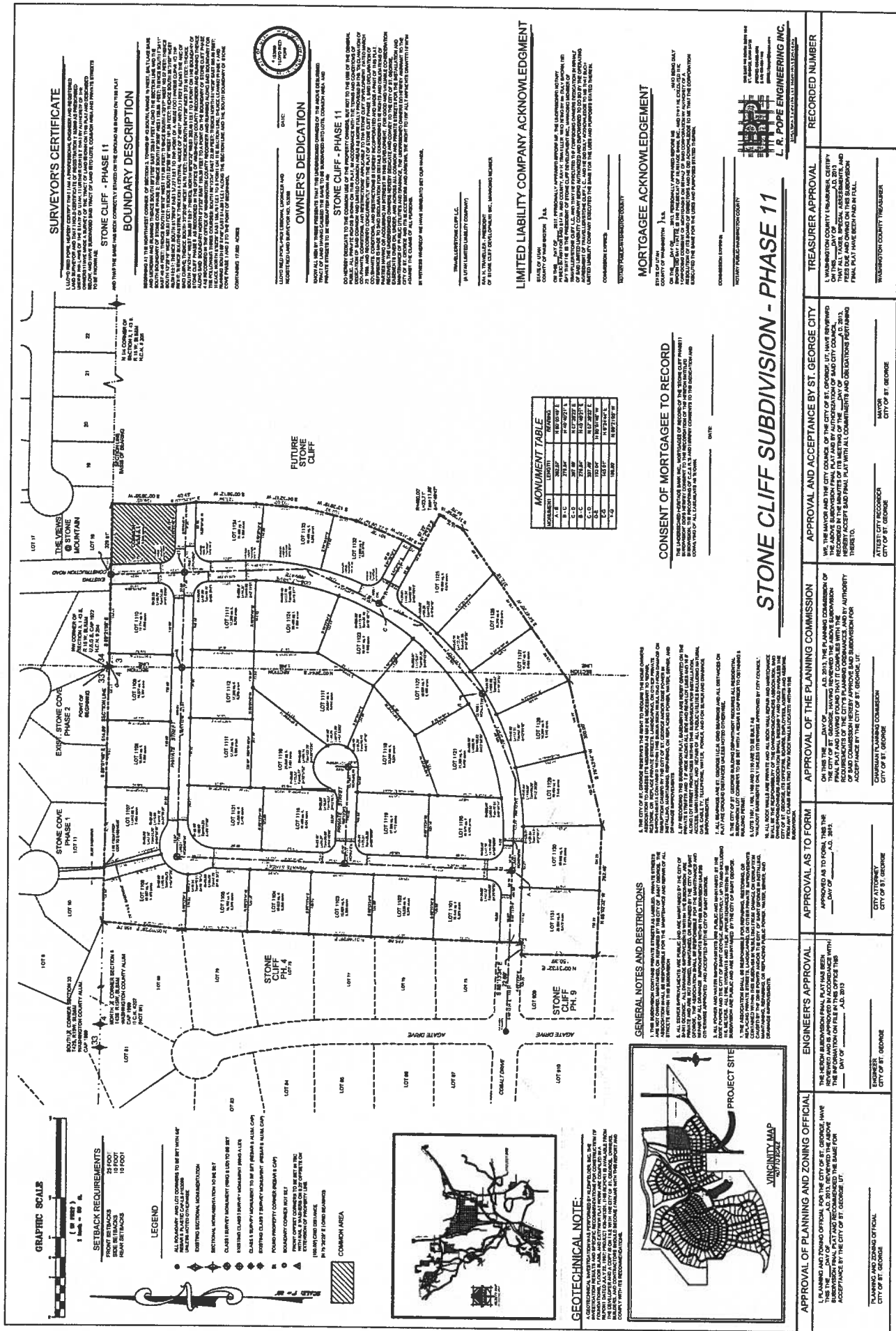
Representative: Ried Pope, L.R. Pope Engineering
1240 East 100 South #15-B
St. George, UT 84790

Property: Located at approximately 2600 East and 1650 South (Stone Cliff Development – south of the construction access road)

Zone: PD-R

Staff Comments: All aspects of this Final Plat were carefully looked at and reviewed by the Community Development Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the preliminary plat conditions and approvals.

P.C.: The Planning Commission recommends approval.



ITEM 3A

Preliminary Plat

PLANNING COMMISSION AGENDA REPORT: 11/12/2013 (Tabled)
PLANNING COMMISSION AGENDA REPORT: 12/10/2013
CITY COUNCIL MEETING: 12/19/2013

PRELIMINARY PLAT

Meadow Valley Estates – Phase 4

Case No. 2013-PP-041

Request: A request to approve a preliminary plat for a seven (7) lot residential subdivision.

Location: The project is located on the west side of Little Valley Road at the intersection of Mountain Ledge Drive.

Property: The subdivision is located on 2.73 acres

Number of Lots: 7

Density: 2.56 dwelling units per acre

Zoning: RE-12.5

Adjacent zones: This plat is surrounded by the following zones:
North – RE-12.5,
South – RE-20,
East – A-1,
West – RE-12.5

General Plan: Low Density Residential

Applicant: Development Solutions Group
113 East 200 North, Suite 2
St. George, Utah 84770

Representative: Logan Blake

Engineer: Development Solutions

Comments:

1. Lots 401-403 were originally approved as a preliminary plat for Meadow Valley Estates Phase 4 in 2005. However, this preliminary plat has since expired and the applicant has added 4 additional lots.
2. Proposed Road A will provide future access to the Gentry property to the south.

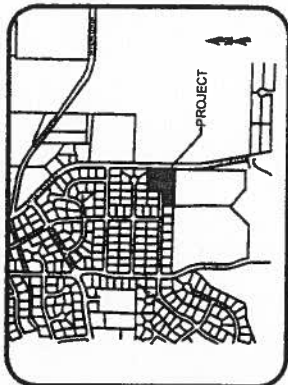
P.C.: The Planning Commission recommends approval.



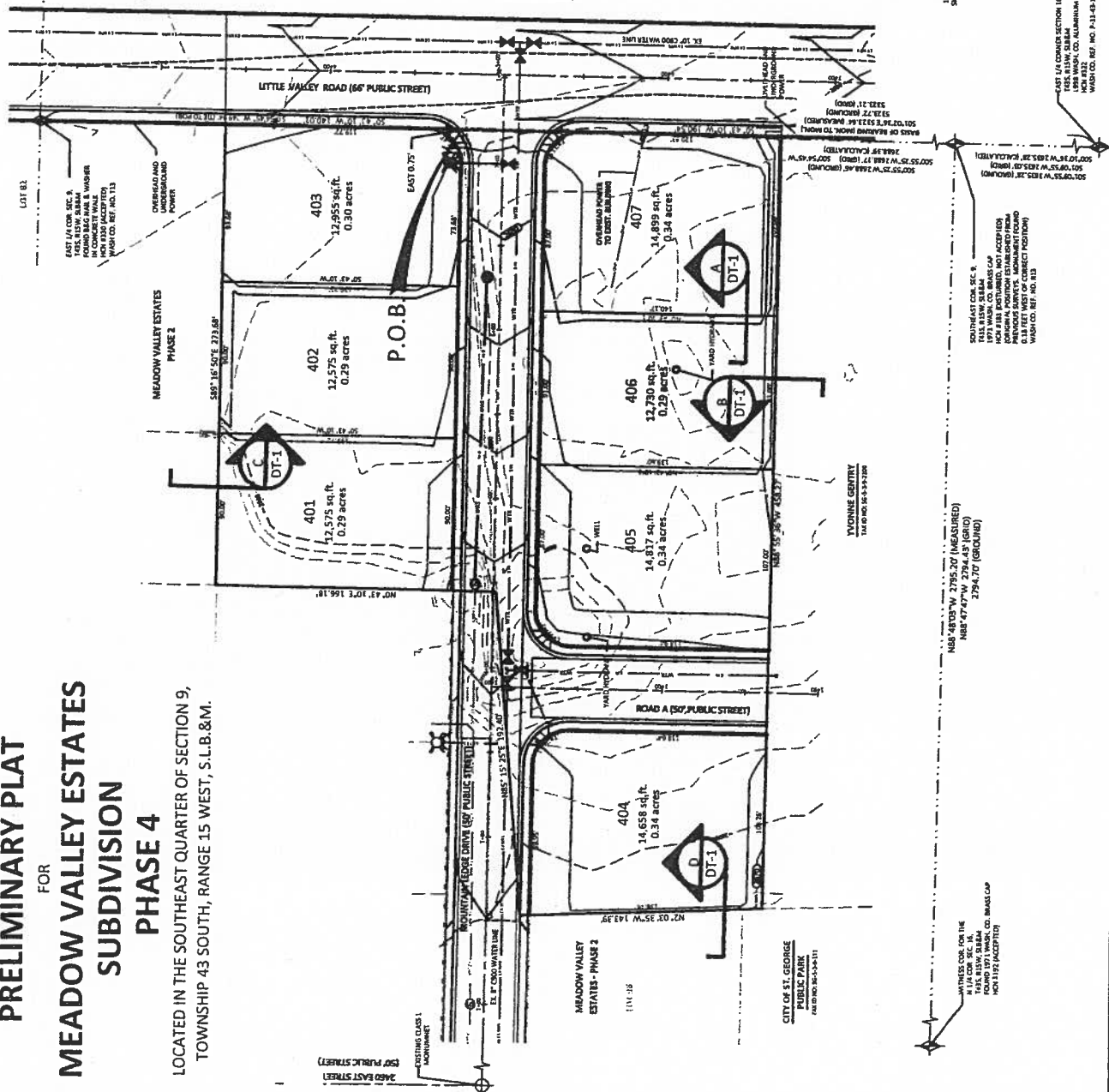
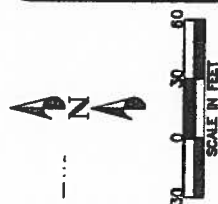
N.T.S.

**MEADOW VALLEY ESTATES
SUBDIVISION
PHASE 4**

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9,
TOWNSHIP 43 SOUTH, RANGE 15 WEST, S.L.B.&M.



VICINITY MAP
N.T.S.

[illegible]

SITE DATA:

AREA: 2.73 ACRES
DOWELLING UNITS: 1 UNIT
TY: 2.56 DU/AC

BENCHMARK

NORTHEAST CORNER SECTION 16, TOWNSHIP 43 SOUTH,
RANGE 13 WEST, SALT LAKE BASIN & MESA, 1971
WASHINGTON COUNTY GRASS CAP.

NOTES:

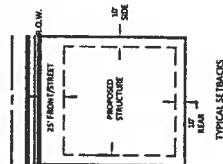
3. ALL STREETS TO BE PUBLIC RIGHT-OF-WAY, CONSTRUCTED TO CITY STANDARDS.

FLOOD NOTE

THIS SITE IS LOCATED WITHIN THE FEMA FLOOD INSURANCE RATE

LEGEND

| | | |
|-------------------------------|-------------------------|-------------------------|
| SUBVISION BOUNDARY | EXISTING AIRS HYDRAULIC | PROPOSED AIRS HYDRAULIC |
| EXISTING PROPERTY LINE | WATER VALUE | |
| EXISTING CHINE & GUTTER | SEWER MANHOLE | |
| STREET CENTERLINE | EXISTING UTILITY POLE | |
| EXISTING SEWER LINE | | |
| EXISTING WATER LINE | | |
| PROPOSED SEWER LINE | | |
| PROPOSED WATER LINE | | |
| EXISTING OVER HEAD POWER LINE | | |



TYPICAL SETBACKS

1 OF 2 TOTAL

PP-1

1 OF 2 TOTAL

DT-1

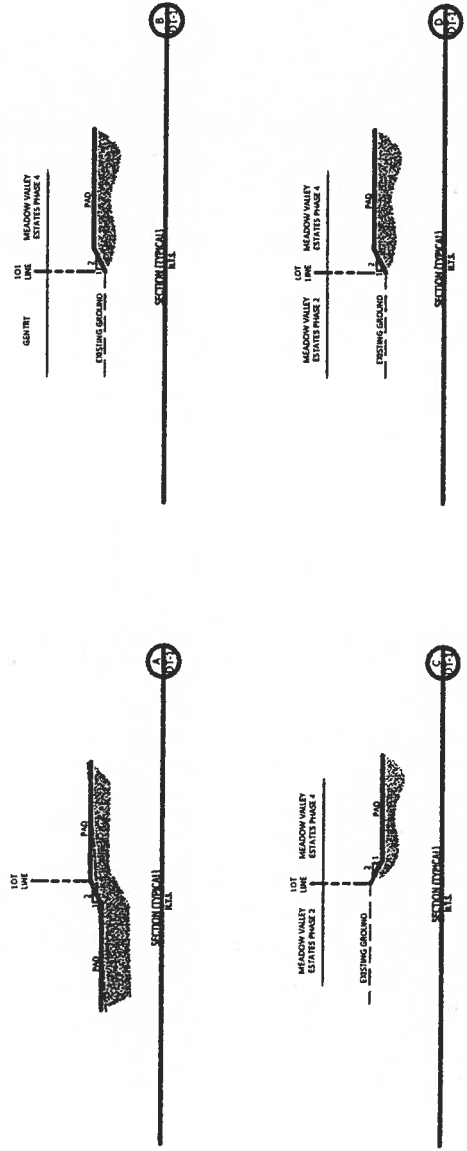
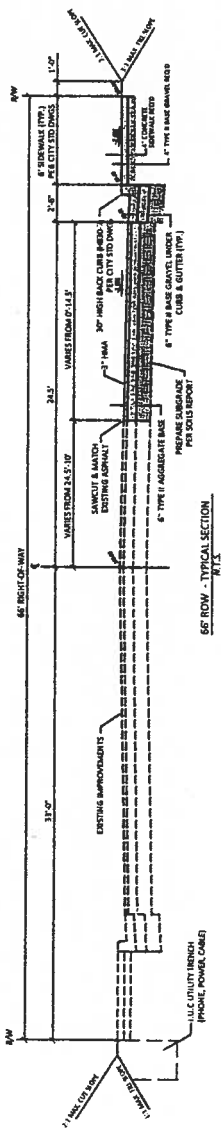
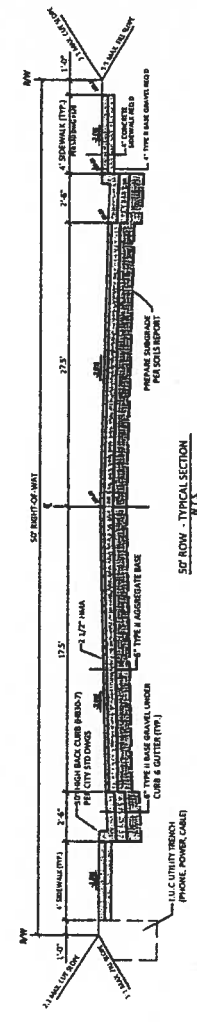
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| BY: | 10 |
| CHECKED BY: | 10 |
| PROJECT NO.: | 41-0004 |
| SCALE: | |
| SHEET NUMBER: | 975 |

DEVELOPMENT SOLUTIONS, INC.
LAND PLANNERS, CIVIL ENGINEERS
112 EAST 200 NORTH SUITE 200
ST. GEORGE, UT 84770
OFFICE (801) 426-2121 • FAX (801) 426-2122
www.developmentsolutions.com

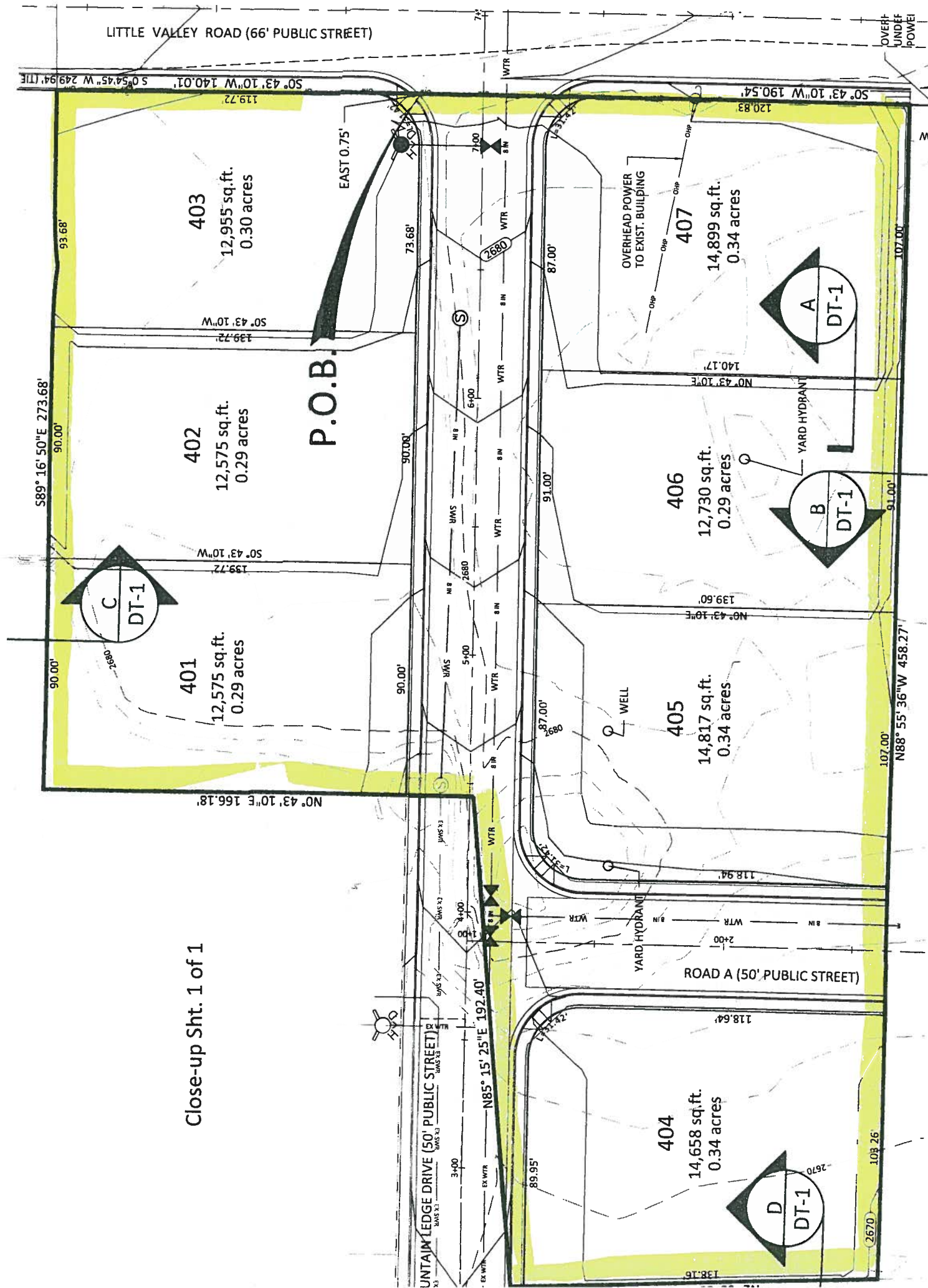
PROJECT NAME
MEADOW VALLEY ESTATES
SUBDIVISION - PHASE 4
ST. GEORGE, UT
SHEET NAME
DETAILS & SECTIONS

| NO. | DESCRIPTION | DWG. | APP. |
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NOTICE
DRAWINGS PREPARED BY DEVELOPMENT SOLUTIONS, INC. FOR THE CITY OF ST. GEORGE, UT. THESE DRAWINGS ARE THE PROPERTY OF DEVELOPMENT SOLUTIONS, INC. AND ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF DEVELOPMENT SOLUTIONS, INC.



Close-up Sht. 1 of 1



PCR ITEM 3B

Preliminary Plat

PLANNING COMMISSION AGENDA REPORT: 12/10/2013
CITY COUNCIL MEETING: 12/19/2013

PRELIMINARY PLAT

Maverik Subdivision

Case No. 2013-PP-043

Request: A request to consider a preliminary plat to approve a one lot commercial subdivision.

Location: This parcel is located on the northeast corner of the intersection of 1450 South and River Road.

Property: 1.33 acres

Number of Lots: 1

Zoning: PD-C (Planned Development Commercial)

Adjacent zones: North: R-1-10
West R-1-10
East R-1-10
South R-1-10

General Plan: COM (Commercial)

Owner: Maverik, Inc.

Representative: Todd Meyers

P.C.: The Planning Commission recommends approval.

3. The developer is proposing to do pads with common area and limited common area. There will be an HOA that will maintain the common and limited common areas within the subdivision.
4. The applicant previously submitted a preliminary plat for this same area and it was approved by the City Council in July of this year. However, the layout has changed substantially and this is why it is back for approval.

P.C.: The Planning Commission recommends approval.

PCR ITEM 3C

Preliminary Plat

PLANNING COMMISSION AGENDA REPORT:
CITY COUNCIL MEETING:

12/10/2013
12/19/2013

PRELIMINARY PLAT
White Rocks Subdivision
Case No. 2013-PP-046

Request: A request to approve a preliminary plat for a 61 lot residential subdivision.

Location: The project is located on the east side of SR-18 and south of the existing round-about and south of hole 9 on the Ledges golf course.

Property: The subdivision is located on 16.51 acres

Number of Lots: 61

Density: 3.69 dwelling units per acre

Zoning: PD

Adjacent zones: This plat is part of the Ledges development which is zoned PD:

General Plan: Low Density Residential

Applicant: Development Solutions
113 East 200 North, Suite 2
St. George, Utah 84770

Representative: Stacy Young/Ryan Thomas

Engineer: Ryan Thomas, Development Solutions

Comments:

1. On the master plan that was approved for this development in Dec. 2007, the area where this subdivision is being proposed was approved for 203 units over 31.5 acres, which is a density of 6.4 dwelling units per acre.
2. The developer is proposing to use the 45-foot roadway cross-section for the interior streets.

PCR ITEM 3D

Preliminary Plat

PLANNING COMMISSION AGENDA REPORT: 12/10/2013
CITY COUNCIL MEETING: 12/19/2013

PRELIMINARY PLAT

Fieldstone Phase 1

Case No. 2013-PP-044

Request: A request to approve a preliminary plat for a twenty-five (25) lot subdivision

Location: The property is located south of 'The Village at Little Valley' along the logical extension of Crimson Ridge Drive at approximately 2350 East.

Property: 9.02 acres

Number of Lots: 25

Density: $25 / 9.02 = 2.77$ dwelling units per acre

Zoning: R-1-12 (Single Family Residential 12,000 sq. ft. minimum lot size).

Adjacent zones: This plat is surrounded by the following zones:
North – R-1-10 and R-1-12
South – A-1
East – A-1 and R-1-10
West – A-1

General Plan: LDR (Low Density Residential)

Applicant: Development Solutions

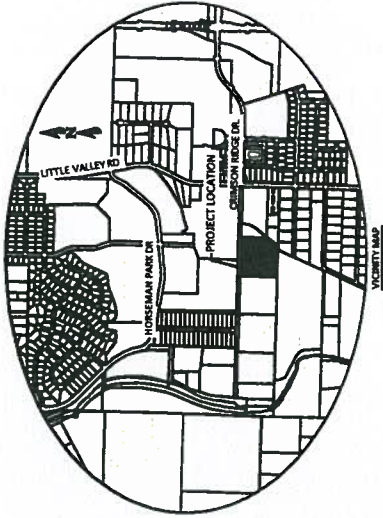
Representative: Mr. Logan Blake

P.C.: The Planning Commission recommends approval.

FOR

LOCATED IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP

43 SOUTH, RANGE 15 WEST, S.L.B.&M.



NORTHWEST CORNER SECTION 15, TOWNSHIP 43
SOUTH, RANGE 13 WEST, SALT LAKE BASE & MERIDIAN
3872 WASHINGTON COUNTY BRASS CAP.

2003.25 (PVT) H.C.M. 0004

1. ALL STREETS TO BE PUBLIC RIGHT-OF-WAY, CONSTRUCTED TO CITY STANDARDS.

2. THIS SITE IS NOT LOCATED WITHIN A HAZARDOUS WASTE UNIT.

THIS SITE IS LOCATED WITHIN THE FEMA FLOOD INSURANCE RATE MAP NUMBER 88060C0003G, WITHIN ZONE X.

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SUBDIVISION BOUNDARY

PHASE BOUNDARY

EXISTING CURB & GUTTER

PROPOSED SEWER LINE

PROPOSED WATER LINE

PROPOSED STORM DRAIN LINE

STORM DRAIN MANHOLE

EXISTING FIRE HYDRANT

PROPOSED FIRE HYDRANT

WATER VALVE

SEWER MANHOLE

CATCH BASIN

DEVELOPMENT SOLUTIONS, INC.
LAND PLANNERS, CIVIL ENGINEERS
118 East 200 North Suite 12
St. George, UT 84770
Office: (435) 628-2121 • Fax: (435) 674-4538
www.developmentsolutions.com

| | |
|-------------|----------------|
| DATE | 12-20-97 |
| TIME | 1:00 |
| LOCATION | 100 W. 4th St. |
| REPORTED BY | 100 |
| RECEIVED BY | 100 |
| DATE | 12-20-97 |
| TIME | 1:00 |

P-1

1 OF 2 TOTAL

PCR ITEM 3E

Preliminary Plat

PLANNING COMMISSION AGENDA REPORT: 12/10/2013
CITY COUNCIL MEETING: 12/19/2013

PRELIMINARY PLAT
Fieldstone Phases 2 & 3
Case No. 2013-PP-045

Request: A request to approve a preliminary plat for a fifty six (56) lot subdivision

Location: The property is located south of Little Valley Elementary School along the south side of Equestrian/Crimson Ridge Drive at approximately 2300 East.

Property: 18.52 acres

Number of Lots: 56

Density: 3.02 dwelling units per acre

Zoning: R-1-10 (Phase 2) and R-1-12 (Phase 3).

Adjacent zones: This plat is surrounded by the following zones:
North – A-20, R-1-10 and RE-12.5
South – A-1
East – 1-12
West – A-20

General Plan: LDR (Low Density Residential)

Applicant: Development Solutions

Representative: Mr. Logan Blake

P.C.: The Planning Commission recommends approval.

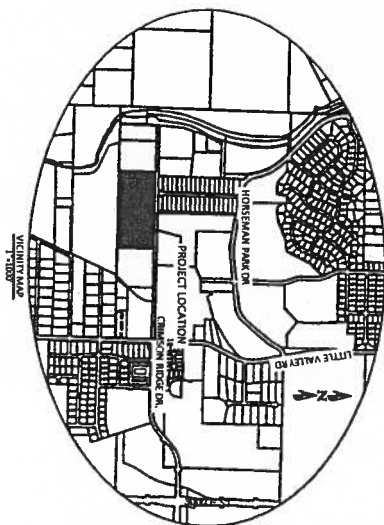
SUBSTATION BOUNDARY
 PHASE INDICATOR
 EXISTING CABLE & OUTLET
 STREET LIGHTING
 PROPOSED SEWER LINE
 PROPOSED WATER LINE
 PROPOSED STORM DRAIN LINE
 STORM DRAIN MANHOLE
 EXISTING FIRE HYDRANT
 PROPOSED FIRE HYDRANT
 WATER VALVE
 SEWER MANHOLE
 CATCH BASIN

[illegible]

FOR

FIELDSTONE SUBDIVISION PHASE 2-3

43 SOUTH, RANGE 15 WEST, S.L.B.&M.



BENCHMARK

SOUTH RANGE IS WEST, SALT LAKE BASIN & NEVADA
1971 WASHINGTON COUNTY BRASS CAP.
2665.25 (P)ETI M.C.M. 17191

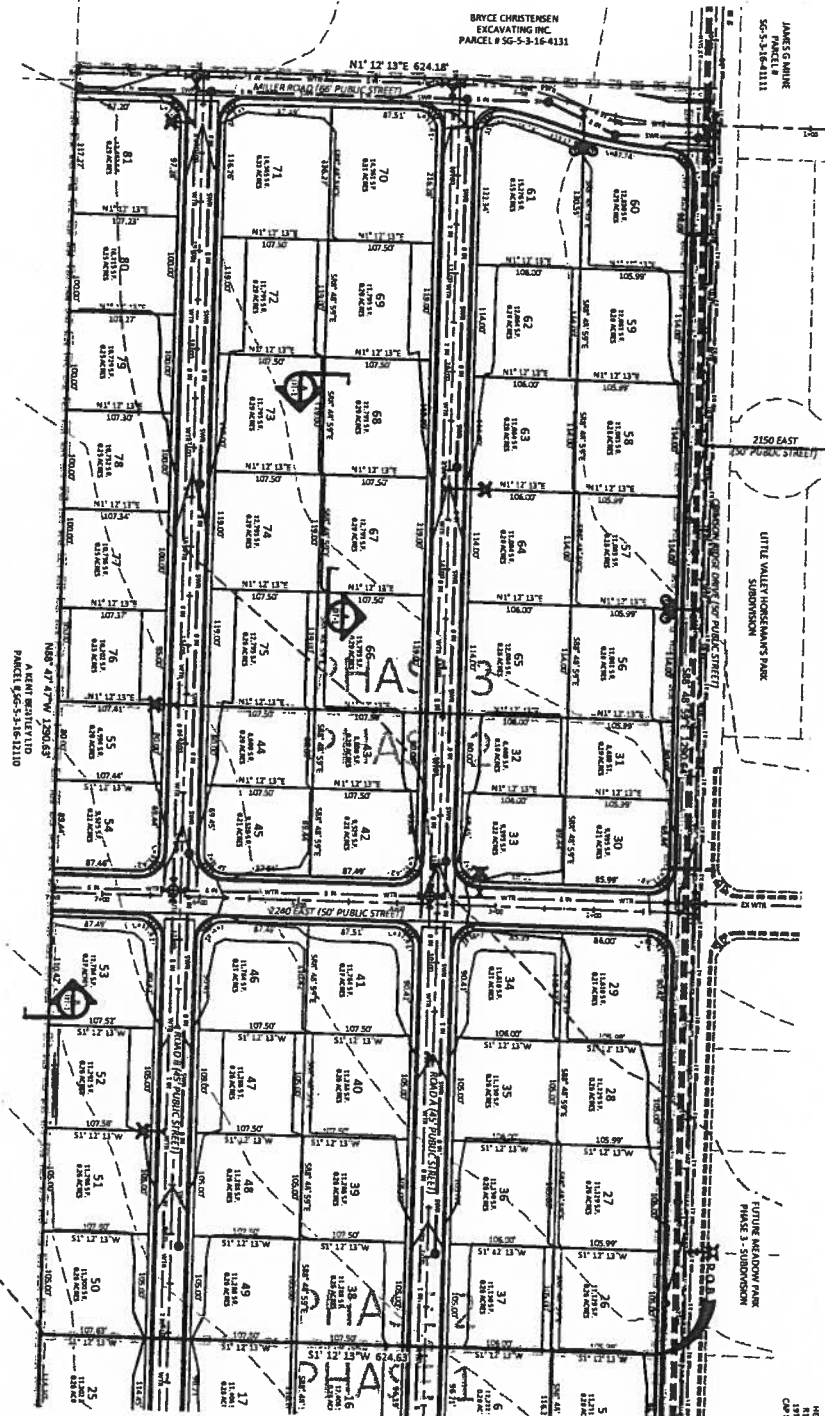
NOTES:

FLOOD NOTE

FLOOD NOTE

THIS SITE IS LOCATED WITHIN THE FEMA FLOOD INSURANCE RATE MAP NUMBER 49053C142G, WITHIN ZONE X.

80 0 60 120
SCALE IN FEET



BRYCE CHRISTENSEN
EXCAVATING INC.
PARCEL # SG-5-3-16-4131

JAMES G MILNE
PARCEL #
SG-5-3-16-4111

N66° 47' 47" W 1290.63'
A KENT BRISTLEY LTD
PARCEL #SG-5-3-16-1211

— € 36 COR. SEC. 16 7022,
RISWY, S.L.B.M.M. FHD 199
WASHI CO. ALUMINUM C
H.C.M. 8922

DEVELOPMENT SOLUTIONS, INC.
LAND PLANNERS, CIVIL ENGINEERS

113 East 200 North Suite #2
St. George, UT 84770
Office (435) 628-2121 • Fax (435) 674-3553
www.dsinc.com

PROJECT NAME :
FIELDSTONE SUBDIVISION
PHASES 2-3
LITTLE VALLEY AREA

PRELIMINARY PLAT

[illegible]

10

1 OF 2 TOTAL

DRAFTAgenda Item Number : **6E**

Request For Council Action

Date Submitted 2013-12-02 11:26:36**Applicant** Mr. James Eardley**Quick Title** Presentation from MPO**Subject** Draft transportation proposal from the MPO**Discussion** Briefly discussed at the last work meeting. I believe Commissioner Eardley will be making the presentation.**Cost** \$0.00**City Manager Recommendation** Proposal to increase the State gasoline tax and the manner of distribution of funds raised from the increase.**Action Taken****Requested by** Mr. James Eardley**File Attachments****Approved by Legal Department?****Approved in Budget?** Amount:**Additional Comments**